

Compensation Directive

Management Board of Cabinet

**August 20, 2007
Revised: June 16, 2011**

Compensation Directive Revisions

Date	Revision	Page/ Section Reference
May 29, 2008	- revision of application and scope section to provide clarity and consistency with other HR directives and policies	p. 3
May 29, 2008	- responsibilities section differentiates between ministries and Commission public bodies	p. 4
May 29, 2008	- addition of Family Day	s. 32(1), 74(1), 86(1)
May 29, 2008	- updates to vision care benefits	s. 55(9)(d). 114(6)
May 29, 2008	- update to entitlement to termination pay (AODPS)	s. 64(2.1)
February 18, 2010	- addition of Schedule 4 to contents page	p. 9
February 18, 2010	- addition of Commissioned Officer Operational Credits	s. 4
February 18, 2010	- clarification of section referrals	s. 9
February 18, 2010	- amendment to class title	s. 14
February 18, 2010	- amendment to class title - correction of numbering reference	s. 16
February 18, 2010	- addition of Excluded Category Schedule 6 (other than Crown Counsel) employees to the list of employees entitled to holiday pay	s.19
February 18, 2010	- amendment to class title	s. 20
February 18, 2010	- amendment to entitlements to pay for on-call duty for Excluded Category (other than Crown Counsel)	s. 21
February 18, 2010	- amendment to class title - correction of subsection reference	s. 23
February 18, 2010	- amendment to entitlements to shift premium provisions for Excluded Category (other than Crown Counsel)	s. 26
February 18, 2010	- amendment to vacation accrual rates for Commissioned Officers below the rank of deputy Commissioner	s. 34
February 18, 2010	- amendment to entitlement to leave of absence with pay for Commissioned Officers below the rank of deputy Commissioner.	s. 46
February 18, 2010	- exclude Commissioned Officers below the rank of deputy Commissioner to benefits set out in sections 49 to 59	s. 49
February 18, 2010	- update to entitlement to termination pay for Association of Ontario Physicians and Dentists in Public Service (AODPS) and Commissioned Officers below the rank of deputy Commissioner	s. 60 – 68

February 18, 2010	- Amendment to plain clothes allowance for Commissioned Officers below the rank of deputy Commissioner	s. 71
February 18, 2010	- Amendment to list of employees	s. 85
February 18, 2010	- Amendment to pay-in-lieu of holiday compensation for fixed term employees in the Excluded Category (other than Crown Counsel)	s. 87
February 18, 2010	- Amendment to approved classes of positions	Schedules 3, 4, 5, 6, 7
June 16, 2011	- Amendment to entitlement to termination pay for employees in the management compensation plan, excluded category, and senior management group	64(1), (1.1), (1.2) and (6)

COMPENSATION DIRECTIVE

PURPOSE

The *Public Service of Ontario Act* (PSOA), s. 33(3), (4), authorizes Management Board of Cabinet (MBC) to issue directives determining benefits, other remuneration and terms and conditions of employment for public servants appointed by the Public Service Commission.

The purpose of this directive is to carry forward certain terms and conditions of employment including those relating to benefits and other remuneration that were previously set out in Regulation 977 of the *Public Service Act*.

APPLICATION AND SCOPE

- This directive applies to all public servants hired under s. 32 of the *Public Service of Ontario Act* (PSOA) which includes ministry employees and employees of Commission public bodies
- In the event of a conflict between this directive and a provision of a collective agreement, the collective agreement prevails.
- The directive does not cover public servants working in Ministers' offices.

REQUIREMENTS

- This directive must be maintained in MBC's archive of directives (PSOA s. 33(7)).

RESPONSIBILITIES

In this section, "delegated authorities" refers to PSOA powers, duties and functions included in this document. "Assigned tasks" refers to responsibilities that are not related to a statutory delegation.

Employees

- complying with this directive

Managers

- carrying out any delegated authorities and assigned tasks in accordance with this directive
- documenting and maintaining appropriate records

Deputy Ministers

- ensuring all employees are made aware of their responsibilities under this directive
- ensuring the directive is applied and monitored appropriately
- delegating authority and assigning tasks to managers as appropriate
- ensuring that staff with delegated authority are able to effectively apply this directive

Human Resources

- providing leadership in designing, developing and implementing initiatives and best practices that support this directive
- providing support to managers

Ministry of Government Services

- interpreting this directive and providing advice, guidance, educational materials and information about products, tools, etc., as appropriate
- specifying reporting requirements, monitoring application and recommending improvements to Management Board of Cabinet as appropriate
- providing systems support through WIN

Management Board of Cabinet

- maintaining this directive in the Management Board of Cabinet archives
- reviewing and approving revisions to this directive

RESPONSIBILITIES FOR COMMISSION PUBLIC BODIES (CPBs)

In this section, “delegated authorities” refers to PSOA powers, duties and functions included in this document. “Assigned tasks” refers to responsibilities that are not related to a statutory delegation.

The *Public Service of Ontario Act* (PSOA) provides flexibility to the Public Service Commission (PSC) to delegate HR authority to different positions for the purpose of managing staff in Commission public bodies (CPBs). The options are to delegate to the Chair, to a position prescribed in regulation, or to the Deputy Minister of the ministry responsible for the CPB. Each CPB has a delegation of authority document that sets out who is responsible for specific HR authorities to manage staff. Below are the general responsibilities for all CPBs.

Employees

- complying with this directive

Managers (in the CPB or in the ministry as appropriate¹)

- carrying out any delegated authorities and assigned tasks in accordance with this directive
- documenting and maintaining appropriate records

Positions with delegated HR Authority (Chairs, PSC delegates and/or Deputy Ministers)

- delegating authority and assigning tasks to managers as appropriate
- carrying out any delegated authorities and assigned tasks in accordance with this directive
- documenting and maintaining appropriate records

Chairs

- ensuring all employees are made aware of their responsibilities under this directive
- ensuring the directive is applied and monitored appropriately
- ensuring that staff with delegated authority are able to effectively apply this directive
- if there is a PSC delegate, consulting with the Deputy Minister as appropriate for the purpose of carrying out delegated or assigned HR functions in respect of the PSC delegate

Deputy Ministers

- carrying out any delegated authorities and assigned tasks in accordance with this directive
- delegating authority and assigning tasks to managers as appropriate and ensuring that staff with appropriate delegated authority are able to effectively apply this directive
- communicating relevant information about this directive to the appropriate positions in the Commission public body and/or the ministry
- if there is a PSC delegate, consulting with the Chair as appropriate for the purpose of carrying out delegated or assigned HR functions in respect of the PSC delegate

Human Resources

- providing leadership in designing, developing and implementing initiatives and best practices that support this directive
- providing support to managers

Ministry of Government Services

- interpreting this directive and providing advice, guidance, educational materials and information about products, tools, etc., as appropriate

¹ Managers in ministries may exercise HR authority over employees in CPBs in the situation where the DM sub-delegates HR authority to ministry managers (could be where the DM has all delegated HR authority for the CPB, or for the specific set of delegated authorities).

- specifying reporting requirements, monitoring application and recommending improvements to Management Board of Cabinet as appropriate
- providing systems support through WIN

Management Board of Cabinet

- maintaining this directive in the Management Board of Cabinet archives
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INTERPRETATION

1. (1) In this Directive

“Act” means *The Public Service of Ontario Act, 2006*;

“Commission” means the Public Service Commission;

“deputy minister” when used in this directive in relation to a power, duty or function to be performed by a deputy minister, means deputy minister or a person delegated or assigned to perform the power, duty or function in place of the deputy minister. With respect to Commission public bodies, a reference to a deputy minister in this directive shall be read as the deputy minister to whom the Public Service Commission (PSC) has delegated its powers, duties and functions under subsection 44(4) of the PSOA. However, if the PSC has delegated its powers, duties and functions to a deputy minister and another person, a reference to a deputy minister in this directive shall be read as a reference to that other person.

“fixed term employee” means a public servant who has been appointed under section 32 of the Act for a fixed term but does not include a term classified fixed term employee;

“full employment” means employment for the number of hours of work per week prescribed for a classification by subsection 3(1);

“full-time employee” means an employee who is appointed to full employment and “full-time position” has a corresponding meaning;

“Group 1 of the part of the public service composed of fixed term employees” means employees who are employed

- (i) on a project of a non-recurring kind,
- (ii) in a professional or other special capacity,
- (iii) on a temporary work assignment arranged by the Commission in accordance with its program for providing temporary help,
- (iv) for fewer than fourteen hours per week or fewer than nine full days in four consecutive weeks or on an irregular or on-call basis,
- (v) during their regular school, college or university vacation period or under a co-operative educational training program.”

“Management Compensation Plan” or “MCP” means the classifications of positions of persons employed by the Crown in managerial, administrative, professional, technical, clerical, operational or confidential capacities other than the classifications of positions of persons in,

- (a) units of employees established for collective bargaining under the *Crown Employees Collective Bargaining Act, 1993*, and
- (b) the Senior Management Group;

“part-time employee” means an employee who is appointed to a position designated under subsection 3 (3) as a position whose duties require fewer hours of work per week than are prescribed by subsection 3 (1);

“pay” or “salary” means remuneration in respect of regularly scheduled hours of work but does not include any amount paid that is,

- (a) a cash payment for a benefit,
- (b) a premium payment, or
- (c) a lump sum payment for a special assignment;

“regular employee” means a public servant who has been appointed under section 32 of the Act other than for a fixed term;

“regularly scheduled hours of work”, in the case of a full-time employee, means the hours of work per week prescribed for a classification by subsection 3 (1) and, in the case of a part-time employee to whom clause 3 (4) (a) applies, means the hours or, in the case of a part-time employee to whom clause 3 (4) (b) applies, means the number of full days in four consecutive weeks specified for the position;

“Senior Management Group” or “SMG” means the classes of positions of persons employed by the Crown in senior management capacities and classified as positions within the Senior Management Group on or after January 1, 1991;

“spouse” means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons who live together in a conjugal relationship outside marriage;

“term classified fixed term employee” means a public servant who has been appointed for a fixed term under section 32 of the Act to a position that was classified under subsection 33(1) of the Act as a term classified position.

(2) For the purposes of subsection (1),

“cash payment for a benefit” includes any payment made on termination of employment under sections 60 to 67;

“premium payment” includes any payment for overtime, travel time, shift premiums and management responsibility supplements.

(3) Despite the definition of “part-time employee”,

- (a) a regular employee who immediately before the coming into force of clause (3) (a) of section 1 of O. Reg. 977/90 was working fewer hours per week than are prescribed by subsection 3 (1) and who was receiving benefits as if the employee was a full-time regular employee shall be deemed, for the

purposes of this Directive, to continue as a full-time regular employee so long as the employee occupies the same position; and

- (b) a regular employee who occupies a position that by subsection 3 (1) is prescribed as being a position that requires more than 36¼ hours of work per week shall be deemed, for the purposes of this Regulation, to be a full-time regular employee if the employee normally works at least 36¼ hours per week.

(4) Where a part-time employee has different hours of work, or days, prescribed as being the normal work week for different weeks, the regularly scheduled hours of work of the employee shall be the average number of such hours, or days, per week in four consecutive weeks.

**PART I
CONDITIONS OF EMPLOYMENT**

ATTENDANCE

2. (1) In this section,

“short term sickness plan” means the plan described in section 36;

“teacher” means a teacher as defined in the *Teaching Profession Act*.

(2) Upon appointment to the public service under section 32 of the Act, a teacher is entitled to an attendance credit of nine days for each year of past teaching service up to but not exceeding forty-five days, but in no case shall the attendance credit exceed the sick leave credit accumulated by the teacher during his or her past teaching service.

(3) Upon appointment to the part of the public service composed of regular employees, a teacher who was employed in Group 1 of the part of the public service composed of fixed term employees is entitled to an attendance credit of fifteen days for each year of past teaching service in Group 1 of the part of the public service composed of fixed term employees but there shall be deducted from the total of such attendance credits,

- (a) any attendance credits used by the teacher while he or she was employed in Group 1 of the part of the public service composed of fixed term employees; and
- (b) any attendance credits in respect of the period of time after the date of the coming into force of the short term sickness plan in respect of the position to which the teacher is appointed to the part of the public service composed of regular employees.

(4) The attendance credits provided for in subsections (2) and (3) shall not be included in accumulated attendance credit for the purpose of computing the amount payable, when a person ceases to be a regular employee.

(5) This section does not apply to Group 1 of the part of the public service composed of fixed term employees.

3. (1) The hours of work per week which shall be performed by regular employees of the classifications set out,

- (a) in Schedule 3, shall be 36¼ hours;
- (b) in Schedule 4, shall be 40 hours;

- (c) in Schedule 5, shall vary in accordance with the requirements of the position but shall not be less than 36¼ or greater than 40 hours; and
- (d) in Schedule 6, shall vary in accordance with the requirements of the classification but shall not be less than 36¼ hours.

(2) Where the duties of a regular employee require,

- (a) that he or she work more than the number of hours per week prescribed under subsection (1) or (3) at regularly recurring times of the year; or
- (b) that the number of hours per week be normally irregular,

the average weekly number of hours prescribed under subsection (1) or (3) shall be computed as a weekly average over one year.

(3) Despite subsection (1), a deputy minister may,

- (a) designate any position in his or her ministry in a classification set out in Schedule 3 or 4 as a position whose duties require fewer or more hours of work per week than are prescribed for the classification by subsection (1); or
- (b) designate any position in his or her ministry in a classification set out in Schedule 5 or 6 as a position whose duties require fewer hours of work per week than are prescribed for the classification by subsection (1).

(4) In designating a position under subsection (3) as a position whose duties require fewer hours per week than are prescribed by subsection (1), a deputy minister shall specify that the position requires at least,

- (a) fourteen hours per week; or
- (b) nine full days in four consecutive weeks.

(5) The salary of a regular employee in a position designated by his or her deputy minister under subsection (3) shall be increased or reduced in the same proportion that the hours of work per week designated for the position by the deputy minister bear to the hours of work per week prescribed for the classification of the position by subsection (1).

(6) This section does not apply to Group 1 of the part of the public service composed of fixed term employees.

MANAGEMENT COMPENSATION OPTION

4. (1) In this section,

“employee” means,

- (a) a regular employee who is a member of the architectural, dental, engineering, medical or legal profession, who is entitled to practise his or her profession in Ontario, and who is employed in his or her profession by the Crown in a position in a class set out in Schedule 6, and
- (b) a regular employee who is not described in clause (a) and who is in a position in a class set out in Schedule 6 that is neither a class for which a salary range is determined through collective bargaining under the *Crown Employees Collective Bargaining Act, 1993* nor a class that is in the excluded category subject to subsection (c);
- (c) effective January 1, 2009, "employee" does not include a Commissioned Officer in the Ontario Provincial Police who is represented by the Commissioned Officers' Association and no Commissioned Officer in the Commissioned Officers' Association shall be eligible to accumulate or use any compensation option credits on or after that date.

(2) An employee is entitled to accumulate compensation option credits in each year for the portion of the year during which he or she is an employee at the rate of,

- (a) $\frac{5}{12}$ of one credit per month in the year, if the employee is a full-time employee, and
- (b) that portion of $\frac{5}{12}$ of one credit per month in the year that is equal to the portion that the employee's regularly scheduled hours of work bear to full employment, if the employee is a part-time employee.

(3) The compensation option credits that an employee is entitled to accumulate in a year under subsection (2) shall be credited to the employee on the 1st day of January in the year or on the day in the year when the employee first becomes an employee, whichever is later.

(4) From the compensation option credits credited to an employee in a year in accordance with subsections (2) and (3) there shall be deducted, to a maximum of the credits credited to the employee in the year, credits at the rate set out in clause (2) (a) or (b), as the case requires, for,

- (a) each whole month in the year throughout which the employee is on leave of absence without pay;
- (b) each whole month in the year throughout which the employee receives benefits under the Long Term Income Protection Plan;
- (c) each whole month in the year throughout which the employee receives benefits under an award made under the *Workplace Safety and Insurance Act, 1997*, if that month is after the first six months for which the employee received benefits under that award, and if the employee is not receiving payment for accumulated attendance credits or accumulated vacation credits in that month;
- (d) each whole month in the year after the month in which the employee ceases to be an employee;

- (e) each whole month in the year throughout which the employee is on leave of absence with pay under subsection 68 (3) or (6), and for the month in the year, if less than a whole month, in which the leave of absence with pay ends; and
- (f) any month wholly comprised of consecutive periods of less than a month for which credit would be deducted under clauses (a) to (e) if the periods were whole months.

(5) With the approval of the employee's deputy minister, an employee may take leave of absence with pay in respect of some or all of the employee's accumulated compensation option credits at the rate of one day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.

(6) If, after making any deduction required by subsection (4) or (5), an employee's accumulated compensation option credits at the end of a year exceed twenty, the excess shall be deducted from the employee's accumulated compensation option credits before compensation option credits for the next year are credited to the employee.

(7) Each day or part thereof by which a leave of absence with pay taken by a person under subsection (5) exceeds the person's accumulated compensation option credits after making any deduction required by subsection (4) or (6) shall be deducted from the person's vacation credits, and the person shall repay to the Crown the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.

(8) Any amount to be repaid under subsection (7) may be deducted from any payment the person is entitled to receive from the Crown in respect of salary or termination of employment or otherwise.

(9) An employee is not entitled to be paid for any accumulated compensation option credits to which the employee remains entitled when the employee ceases to be an employee or when the employee commences a leave of absence with pay under subsection 68 (3) or (6).

(10) This section does not apply to Group 1 of the part of the public service composed of fixed term employees.

4.1. Commissioned Officer Operational Credits

4.1 (1) In this section, "employee" means a Commissioned Officer of the Ontario Provincial Police who is represented by the Commissioned Officers' Association.

(2) Effective January 1, 2009

(a) an employee is entitled to accumulate Commissioned Officer Operational Credits in each year for the portion of the year during which he or she is an employee at the rate of

(i) 10/12 of one credit per month in the year, if the employee is a full-time employee, and

(ii) that portion of 10/12 of one credit per month in the year that is equal to the portion that the employee's regularly scheduled hours of work bear to full employment, if the employee is a part-time employee.

(b) On January 1, 2009, an employee who was employed as a Commissioned Officer before January 1, 2009 and who continued to be an employee as defined in this section on or after January 1, 2009, shall be credited Commissioned Officer Operational Credits equivalent to those held to his or her credit under section 4, and if the employee had in excess of twenty credits under section 4 on December 31, 2008, the excess shall be deducted from the employee's accumulated Commissioned Officer Operational Credits before Commissioned Officer Operational Credits for the next year are credited to the employee.

4.1 (2) The provisions set out in sections 4(3) to 4(10) including in particular the carryover limits for accumulated credits as set out in section 4(6) apply to Commissioned Officer Operational Credits and all references to compensation option credits shall be deemed to apply to Commissioned Officer Operational Credits.

COMPENSATION FOR OVERTIME

5. Sections 6 to 16 apply with respect to every person who is appointed to a position in the part of the public service composed of employees appointed under section 32 of the Act.

6. (1) For the purposes of sections 10 to 16, an employee is considered to be on call when the employee keeps himself or herself reasonably available for recall to work during a period (authorized by his or her supervisor) that is not his or her regularly scheduled work period.

(2) For the purposes of sections 10 to 16, an employee's regular work period, regularly scheduled work day and regularly scheduled work week are to be determined without reference to a period in which there is an emergency, a strike or a lock-out (whether or not the strike or lock-out is lawful).

7. (1) If overtime credit under sections 10 to 16 is to be calculated at time-and-a-half, the employee receives 45 minutes credit for each half-hour of the applicable work.

(2) If overtime credit is to be calculated at straight time, the employee receives one half-hour of credit for each half-hour of the applicable work.

(3) For the purposes of calculating an employee's overtime credit, the period of applicable work is to be rounded to the nearest half-hour. A period of 15 minutes' work is to be rounded to a half-hour.

(4) The rounding rule set out in subsection (3) does not apply with respect to the first half-hour of the period of applicable work.

8. (1) A lump sum payment to an employee for overtime credit under sections 10 to 16 is to be calculated using the employee's salary that was in effect when he or she earned the credit.

(2) The regular work week of a Schedule 6 employee shall be deemed to be 36¼ hours, for the purpose of calculating the hourly salary rate to be used to determine the amount of a lump sum payment to the employee.

9. (1) An employee who is entitled to receive compensation under section 13 (overtime during an emergency) or 14 (overtime related to the SARS emergency) is not entitled to receive compensation under any other section for the same period of work.

(2) An employee who is entitled to receive compensation under section 12 (overtime during geological field operations) for work in the field is not entitled to receive compensation under section 10, 11, 15 or 16 for the same period of work.

(3) An employee who is entitled to receive compensation under section 15 or 16 (overtime during a strike or lock-out) is not entitled to receive compensation under section 10 or 11 for the same period of work.

STANDARD OVERTIME

10.(1) The Schedule 3, 4 and 5 employees described in subsection (3) are entitled to compensation when they work overtime,

(a) as described in subsection (4) for full-time employees; and

(b) as described in subsection (5) for part-time employees.

(2) The amount and form of compensation are determined under this section.

(3) Employees are entitled to compensation under this section if they are employed in a class of position set out in Schedule 3, 4 or 5 and the class falls within the Management Compensation Plan.

(4) For the purposes of this section, a full-time employee is considered to be working overtime in either of the following circumstances:

1. When the employee, with the authorization of his or her supervisor, works more than his or her regular working period on a day that is a regularly scheduled work day for the employee.
2. When the employee, with the authorization of his or her supervisor, works on a day that is not a regularly scheduled work day for the employee.

(5) For the purposes of this section, a part-time employee is considered to be working overtime in either of the following circumstances:

1. When, on a regularly scheduled work day for the employee, he or she works more than the following, with the authorization of his or her supervisor:
 - i. Seven and one-quarter hours, in the case of a Schedule 3 employee whose regularly scheduled work day is 7¼ hours long or less.
 - ii. Eight hours, in the case of a Schedule 4 or 5 employee whose regularly scheduled work day is eight hours long or less.
 - iii. More than the length of his or her regularly scheduled work day, in the case of an employee whose regularly scheduled work day is longer than 7¼ or 8 hours, whichever applies.
2. When the employee, with the authorization of his or her supervisor, works at least one-half hour on a day that is not a regularly scheduled work day for the employee.

(6) Work on a holiday listed in subsection 32 (1) is not considered to be overtime work for the purposes of this section.

(7) An employee is not considered to be working overtime when the employee is on call, on stand-by or travelling.

(8) A Schedule 3 employee described in subsection (3) receives overtime credit calculated at time-and-a-half for the following work:

1. If the employee is a full-time employee who works overtime on a regularly scheduled work day and if the employee's total hours for the week in which he or she works overtime exceed 36¼ hours, the employee is entitled to overtime credit for the time that he or she works in excess of 36¼ hours during that week.
2. If the employee is a part-time employee who works overtime on a regularly scheduled work day, the employee is entitled to overtime credit for the overtime work on that day.
3. If the employee works overtime on a day that is not a regularly scheduled work day, the employee is entitled to overtime credit for the time that he or she works on that day.
4. If the employee is called into work before the start of his or her next regularly scheduled work period, the employee is entitled to overtime credit

for the time that he or she works before that regularly scheduled work period. If the employee works fewer than four hours, he or she shall be deemed to have worked four hours for the purposes of calculating his or her overtime credit.

5. Despite paragraphs 1 to 4, the employee is not entitled to overtime credit for hours worked without the authorization of his or her supervisor.

(9) A Schedule 4 or 5 employee described in subsection (3) receives overtime credit calculated at time-and-a-half for the following work:

1. If the employee is a full-time employee who works overtime on a regularly scheduled work day and if the employee's total hours for the week in which he or she works overtime exceed 40 hours, the employee is entitled to overtime credit for the time that he or she works in excess of 40 hours during that week.
2. If the employee is a part-time employee who works overtime on a regularly-scheduled work day, the employee is entitled to overtime credit for the overtime work on that day.
3. If the employee works overtime on a day that is not a regularly scheduled work day, the employee is entitled to overtime credit for the time that he or she works on that day.
4. If the employee is called into work before the start of his or her next regularly scheduled work period, the employee is entitled to overtime credit for the time that he or she works before that regularly scheduled work period. If the employee works fewer than four hours, he or she shall be deemed to have worked four hours for the purposes of calculating his or her overtime credit.
5. Despite paragraphs 1 to 4, the employee is not entitled to overtime credit for hours worked without the authorization of his or her supervisor.

(10) A Schedule 3 or 4 employee (other than an employee described in subsection (11) and a Schedule 5 employee shall be compensated as follows for the overtime credit he or she receives under this section:

1. The employee is entitled to take compensating leave equal to the amount of his or her overtime credit.
2. However, if the employee and his or her supervisor agree, the employee shall instead be paid a lump sum for all or part of his or her overtime credit.
3. Compensating leave must be taken before the end of the fiscal year after the fiscal year in which the employee earns the overtime credit.
4. If the employee does not take all of the compensating leave within that period, the employee shall be paid a lump sum for the remaining overtime credit.
5. Compensating leave may be taken at any time within that period that the employee and his or her supervisor agree upon.

6. If the employee and the supervisor do not agree upon the time when the compensating leave is to be taken, the deputy minister may decide when, within that period, the employee may take the leave.

(11) A Schedule 3 or 4 employee who is employed in a class of position that is also included in Schedule 7 shall be compensated as follows for the overtime credit he or she receives under this section:

1. The employee is entitled to be paid for his or her overtime credit.
2. However, if the employee and his or her supervisor agree, the employee shall instead be entitled to take compensating leave for all or part of his or her overtime credit.
3. Payment is to be made within two months after the pay period in which the employee works the overtime.

11.(1) The Schedule 6 employees described in subsection (3) are entitled to compensation when they work overtime as described in subsection (4).

(2) The amount and form of compensation are determined under this section.

(3) Employees are entitled to compensation under this section if they are employed in a class of position set out in Schedule 6 and if the title of the class indicates that the position is "excluded". However, employees in the Crown Counsel 1, 2, 3 or 4 (Excluded) classes are not entitled to compensation.

(4) For the purposes of this section, an employee is considered to be working overtime when the employee, with the authorization of his or her supervisor,

- (a) works on a day that is not a regularly scheduled work day for the employee; or
- (b) works more than 36¼ hours in a week.

(5) Work on a holiday listed in subsection 32 (1) is not considered to be overtime work for the purposes of this section.

(6) An employee is not considered to be working overtime when the employee is on call, on stand-by or travelling.

(7) An employee described in subsection (3) receives overtime credit calculated at the following rate for his or her overtime work:

1. If the employee works overtime on a day that is not his or her regularly scheduled work day, overtime credit is calculated at one and one-half time for each hour of overtime that he or she works on that day.
2. If, during a week, the employee works more than 36¼ hours but less than 44 hours on his or her regularly scheduled work days, overtime credit is

calculated at straight time for each hour of overtime work performed on a regularly scheduled work day during that week.

3. If, during a week, the employee works 44 hours or more on his or her regularly scheduled work days, overtime credit is calculated at,
 - (i) straight time for each hour of overtime work performed on a regularly scheduled work day during that week, for the hours of work between 36¼ hours and 44 hours on regularly scheduled work days, and
 - (ii) one and one-half time for each hour in excess of 44 hours worked on regularly scheduled work days during that week.

(8) Subsection (7) applies with respect to overtime worked on and after August 15, 2005.

(9) An employee shall be compensated as follows for the overtime credit he or she receives under this section:

1. The employee is entitled to take compensating leave equal to the amount of his or her overtime credit.
2. Compensating leave must be taken before the end of the fiscal year after the fiscal year in which the employee earns the overtime credit.
3. If the employee does not take all of the compensating leave within that period, the employee shall be paid a lump sum for the remaining overtime credit.

OVERTIME DURING GEOLOGICAL FIELD OPERATIONS

12.(1) This section applies in the case of geological field operations.

(2) The employees described in subsection (4) are entitled to compensation when they work overtime as described in subsection (6).

(3) The amount and form of compensation are determined under this section.

(4) Subject to subsection (5), employees are entitled to compensation under this section if they are employed in a class of position set out in Schedule 6 and the class falls within the Management Compensation Plan.

(5) Employees are not entitled to compensation under this section if they are represented by the Association of Law Officers of the Crown, the Association of Ontario Physicians and Dentists in the Public Service, the Commissioned Officers' Association or the Ontario Crown Attorneys' Association.

(6) For the purposes of this section, an employee is considered to be working overtime during geological field operations,

- (a) if he or she spends more than 30 days in the field during a year; and

(b) if he or she spent more than 30 days in the field during the previous year.

(7) Subject to subsections (8) and (9), an employee who is entitled to compensation under this section receives overtime credit calculated at straight time for the following work in the field:

1. For his or her work in excess of 7¼ hours on a regularly scheduled work day.
2. For his or her work on a day that is not a regularly scheduled work day.

(8) An employee is not entitled to overtime credit under this section for time spent on call, on stand-by or travelling.

(9) An employee is not entitled to overtime credit under this section of more than 145 hours in a year.

(10) The employee shall be compensated as follows for the overtime credit he or she receives under this section:

1. If the employee has the authorization of his or her supervisor, the employee may take compensating leave equal to the amount of his or her overtime credit.
2. If the employee does not take compensating leave for all or part of the overtime credit, the employee shall be paid a lump sum for the remaining overtime credit.

OVERTIME DURING AN EMERGENCY

13.(1) This section applies,

- (a) in case of a forest fire emergency; and
- (b) in case of any other emergency that Management Board of Cabinet declares to be an emergency requiring extraordinary measures to protect public health, public safety or property.

(2) The full-time employees described in subsection (4) are entitled to compensation when they work overtime as described in subsection (6).

(3) The amount and form of compensation are determined under this section.

(4) Subject to subsection (5), full-time employees are entitled to compensation under this section if they are employed in a class of position set out in Schedule 6 and the class falls within the Management Compensation Plan.

(5) Employees are not entitled to compensation under this section if they are represented by the Association of Law Officers of the Crown, the Association of Ontario Physicians and Dentists in the Public Service, the Commissioned Officers' Association or the Ontario Crown Attorneys' Association.

(6) For the purposes of this section, a full-time employee is considered to be working overtime as a result of, and during, an emergency when he or she works more than eight hours in a 24-hour period or works on a scheduled day off.

(7) An employee is not considered to be working overtime when the employee is,
(a) on call;
(b) on stand-by; or
(c) travelling to his or her normal place of work or to his or her headquarters.

(8) If the employee's supervisor authorizes an employee to work overtime as a result of, and during, the emergency, the employee is entitled to receive overtime credit calculated at time-and-a-half for the authorized overtime that the employee works.

(9) The employee shall be compensated as follows for the overtime credit he or she receives under this section:

1. The employee is entitled to take compensating leave equal to the amount of his or her overtime credit.
2. However, if the employee and his or her supervisor agree, the employee shall instead be paid a lump sum for all or part of his or her overtime credit.
3. If the employee frequently works overtime during a period of three months or more, the employee shall instead be paid a lump sum for that portion of his or her overtime credit that is specified by his or her supervisor. The payment is to be made at the end of each three-month period of overtime work.
4. Compensating leave must be taken within one of the following periods, to be chosen by the employee's supervisor:
 - (i) Within one year after the emergency begins.
 - (ii) Within the fiscal year in which the employee earns the overtime credit.
5. If the employee does not take all of the compensating leave within that period, the employee shall be paid a lump sum for the remaining overtime credit.

OVERTIME AND THE SARS EMERGENCY

14.(1) This section applies, and section 13 does not apply, if Management Board of Cabinet declares an emergency relating to severe acute respiratory syndrome to be an emergency requiring extraordinary measures to protect public health, public safety or property.

(2) The following full-time employees are entitled to compensation under this section when they work overtime as described in subsection (4) as a result of, and during, the SARS emergency:

1. Those employed in a class of position set out in Schedule 6 that falls within the Management Compensation Plan, but not those employed in a position listed in Schedule 8.
2. Those employed in the Senior Management Group 1 or 2 classes, but not in the Senior Specialist 1 (AMAPCEO Unit) or Senior Specialist 2 (AMAPCEO Unit) classes.
3. Those employed in the Information Technology Executive ITX1 or 2 classes.

(3) The amount and form of compensation are determined under this section.

(4) Subsections 13 (6) and (7) apply for the purpose of determining whether an employee is working overtime.

(5) If the employee's supervisor authorizes an employee to work overtime as a result of, and during, during the SARS emergency, the employee is entitled to receive overtime credit calculated at time-and-a-half for the authorized overtime that the employee works.

(6) Subsection 13 (9) applies for the purpose of determining the compensation to which an employee is entitled for overtime credit he or she receives under this section.

(7) In this section, "SARS emergency" means an emergency declared by Management Board of Cabinet as described in subsection (1) relating to severe acute respiratory syndrome

OVERTIME DURING A STRIKE OR LOCK-OUT

15.(1) The Schedule 3, 4 and 5 employees described in subsection 10 (3) are entitled to compensation when they work overtime as described in subsection 10 (4) or (5) during a strike by, or lock-out of, employees employed in the part of the public service composed of employees appointed under section 32 of the Act, whether or not the strike or lock-out is lawful.

(2) Employees are entitled to compensation under this section for overtime work done on or after January 1, 1999.

(3) Subject to subsection (4), the amount and form of compensation are determined under section (10).

(4) An employee is not entitled to overtime credit for his or her regular working period during a regularly scheduled work day.

16.(1) The Schedule 6 employees described in subsection (4) are entitled to compensation when they work overtime as described in subsection (6) during a

strike by, or lock-out of, employees employed in the part of the public service composed of employees appointed under section 32 of the Act, whether or not the strike or lock-out is lawful.

- (2) Employees are entitled to compensation under this section for overtime work done,
 - (a) on or after January 1, 1999, in the case of employees described in paragraph 1 or 2 of subsection (4);
 - (b) on or after January 1, 2002, in the case of employees described in paragraph 1.1 of subsection (4); and
 - (c) on or after January 1, 2002, in the case of employees described in paragraph 3 of subsection (4) who are represented by the Commissioned Officers' Association.
- (3) The amount and form of compensation are determined under this section.
- (4) The following employees are entitled to compensation under this section:
 1. Those employed in the Senior Management Group 1 or 2 classes, but not in the Senior Specialist 1 (AMAPCEO Unit) or Senior Specialist 2 (AMAPCEO Unit) classes.
 2. Those employed in the Information Technology Executive ITX 1 or 2 classes.
 3. Those employed in a class of position set out in Schedule 6 if the class falls within the Management Compensation Plan, but not those described in subsection (5).
- (5) Employees are not entitled to compensation under this section,
 - (a) if they are represented by the Association of Law Officers of the Crown, the Association of Ontario Physicians and Dentists in the Public Service or the Ontario Crown Attorneys' Association; or
 - (b) if they are employed in a position listed in Schedule 8 to this Regulation.
- (6) For the purposes of this section, a full-time or part-time employee is considered to be working overtime during a strike or lock-out when he or she works 44 hours or more during a week with his or her supervisor's authorization.
- (7) An employee is not considered to be working overtime when the employee is,
 - (a) on call;
 - (b) on stand-by; or
 - (c) travelling to his or her normal place of work or to his or her headquarters.
- (8) If the employee's supervisor authorizes the employee to work overtime during the strike or lock-out, the employee is entitled to receive overtime credit calculated at

time-and-a-half for his or her work in excess of 36¼ hours during the week. However, the employee is not entitled to overtime credit for any hours worked without his or her supervisor's authorization.

(9) For the purposes of subsections (6) and (8), a week begins on Monday.

(10) The employee shall be compensated as follows for the overtime credit he or she receives under this section:

1. The employee is entitled to be paid a lump sum for his or her overtime credit.
2. However, if the employee and his or her supervisor agree, the employee shall instead be entitled to take compensating leave for all or part of his or her overtime credit.
3. Compensating leave must be taken within one of the following periods, to be chosen by the employee's supervisor:
 - (i) Within one year after the strike or lock-out begins.
 - (ii) Within the fiscal year in which the employee earns the overtime credit.
4. If the employee does not take all of the compensating leave within that period, the employee shall be paid a lump sum for the remaining overtime credit.

COMPENSATION IN OTHER CIRCUMSTANCES

17.(1) Sections 19 to 24, 26 and 27 apply with respect to every person who is appointed to a position in the part of the public service composed of employees appointed under section 32 of the Act, except as otherwise provided in those sections.

(2) Section 25 applies with respect to every regular employee, except as otherwise provided in that section.

(3) Sections 19 to 26 apply with respect to work activities on or after April 14, 2000.

(4) Section 27 applies with respect to work activities on or after March 27, 1999.

18. In sections 19 to 27, an employee's basic hourly rate is the basic hourly rate that is in effect during the period when the employee performs the work, without regard to any premium or other amount that may be payable under those sections.

HOLIDAY PAY

19.(1) An employee described in subsection (3) is entitled to holiday pay under this section if he or she is required by his or her supervisor to work on a holiday listed in subsection 32 (1).

(2) An employee who is entitled to holiday pay under this section is not entitled to compensation under subsection 32 (4) or 74 (3) in respect of the same period of work.

(3) Employees are entitled to holiday pay under this section if they are employed,

(1) in a class of position set out in Schedule 3, 4 or 5 and the class falls within the Management Compensation Plan, or

(2) effective February 26, 2009, in a class of position described as (Excluded) in Schedule 6.

(4) For the purposes of this section, if an employee's period of work begins on one day and ends on another, his or her period of work shall be deemed to fall entirely within the day on which it begins.

(5) (1) The following holiday pay is payable to a full-time employee other than an employee in a class of position described as (Excluded) in Schedule 6 on a holiday:

1. Pay at the rate of two times the employee's basic hourly rate for all hours worked on the holiday. The employee is entitled to be paid for a minimum of,
 - i. seven and one-quarter hours, in the case of a Schedule 3 employee whose regularly scheduled work day is 7¼ hours long,
 - ii. eight hours, in the case of a Schedule 4 or 5 employee whose regularly scheduled work day is eight hours long, or
 - iii. the number of hours the employee is regularly scheduled to work on that day of the week, for an employee whose regularly scheduled work day is not described in subparagraph i or ii.
2. One of the following, to be chosen by the employee:
 - i. Pay at the employee's basic hourly rate for the hours he or she
 - ii. regularly works, to a maximum of the number of hours described in subparagraph 1 i or ii, whichever applies.
 - iii. Compensating leave equal to the number of hours he or she regularly works, to a maximum of the number of hours described in subparagraph 1 i or ii, whichever applies. However, the employee is not entitled to take compensating leave unless he or she notifies his or her supervisor before the holiday that he or she chooses this form of compensation for working on the holiday.

(5) (2) Compensating leave is provided to a full-time employee employed in a class of position described as (Excluded) in Schedule 6 for his or her work on a holiday

equivalent to leave at the rate of one and one-half hours for each hour worked on the holiday.

- (6) The following rules apply with respect to the compensating leave:
1. It must be taken before the end of the fiscal year after the fiscal year in which the employee becomes entitled to it.
 2. If the employee does not take all of the compensating leave within that period, the employee shall be paid a lump sum for the remaining period.
 3. Compensating leave may be taken at any time within that period that the employee and his or her supervisor agree upon.
 4. If the employee and the supervisor do not agree upon the time when the compensating leave is to be taken, the deputy minister may decide when, within that period, the employee may take the leave.

(7) The following holiday pay is payable to a part-time employee for his or her work on a holiday:

1. Pay at the rate of two times the employee's basic hourly rate for all hours worked on the holiday. The employee is entitled to be paid for a minimum of the number of hours in his or her regularly scheduled working day.
2. Pay at the employee's basic hourly rate for the hours he or she is regularly scheduled to work, up to a maximum of the number of hours described in subparagraph 1 i or ii of subsection (5), whichever applies.

(8) Despite subsection (3)(2), employees in the Crown Counsel 1, 3, or 4 (Excluded) classes are not entitled to compensation under this section.

HOLIDAY PAY DURING A STRIKE OR LOCK-OUT

20.(1) A Schedule 6 employee described in subsection (4) is entitled to holiday pay under this section if he or she is required by his or her supervisor to work on a holiday listed in subsection 32(1) and the holiday occurs during a strike by, or lock-out of, employees employed in the part of the public service composed of employees appointed under section 32 of the Act, whether or not the strike or lock-out is lawful.

(2) Employees are entitled to holiday pay under this section for holidays on or after January 1, 2002.

(3) An employee who is entitled to holiday pay under this section is not entitled to compensation under subsection 32 (4) or 74 (3) in respect of the same period of work.

(4) Employees are entitled to holiday pay under this section if they are employed in any of the following classes:

1. The Senior Management Group 1 or 2 classes, but not in Senior Specialist 1 (AMAPCEO Unit) or Senior Specialist 2 (AMAPCEO Unit) classes.
2. The Information Technology Executive ITX 1 or 2 classes.
3. Those employed in a class of position set out in Schedule 6 if the class falls within the Management Compensation Plan, but not those described in subsection (5).

(5) Employees are not entitled to compensation under this section,

- (a) if they are represented by the Association of Law Officers of the Crown, the Association of Ontario Physicians and Dentists in the Public Service or the Ontario Crown Attorneys' Association; or
- (b) if they are employed in a position listed in Schedule 8.

(6) For the purposes of this section, if an employee's period of work begins on one day and ends on another, his or her period of work shall be deemed to fall entirely within the day on which it begins.

(7) The following holiday pay is payable to a full-time employee for his or her work on a holiday:

1. Pay at the rate of two times the employee's basic hourly rate for all hours worked on the holiday. The employee is entitled to be paid for a minimum of,
 - i. seven and one-quarter hours, in the case of an employee whose regularly scheduled work day is seven and one-quarter hours long,
 - ii. eight hours, in the case of an employee whose regularly scheduled work day is eight hours long, or
 - iii. the number of hours the employee is regularly scheduled to work on that day of the week, for an employee whose regularly scheduled work day is not described in subparagraph i or ii.
2. One of the following, to be chosen by the employee:
 - i. Pay at the employee's basic hourly rate for the hours he or she regularly works, to a maximum of the number of hours described in subparagraph 1 i or ii, whichever applies.
 - ii. Compensating leave equal to the number of hours he or she regularly works, to a maximum of the number of hours described in subparagraph 1 i or ii, whichever applies.

(8) The following rules apply with respect to the compensating leave:

1. It must be taken before the end of the fiscal year after the fiscal year in which the employee becomes entitled to it.
2. If the employee does not take all of the compensating leave within that period, the employee shall be paid a lump sum for the remaining period
3. Compensating leave may be taken at any time within that period that the employee and his or her supervisor agree upon.

4. If the employee and the supervisor do not agree upon the time when the compensating leave is to be taken, the deputy minister may decide when, within that period, the employee may take the leave

(9) The following holiday pay is payable to a part-time employee for his or her work on a holiday:

1. Pay at the rate of two times the employee's basic hourly rate for all hours worked on the holiday. The employee is entitled to be paid for a minimum of the number of hours in his or her regularly scheduled working day.
2. Pay at the employee's basic hourly rate for the hours he or she is regularly scheduled to work, up to a maximum of the number of hours described in subparagraph 1 i or ii of subsection (7), whichever applies.

PAY FOR ON-CALL DUTY

21.(1) An employee described in subsection (3) is entitled to be paid one dollar per hour when he or she is on call.

(a) An employee described in subsection (3a) is entitled to be paid one dollar per hour when he or she is on call.

(b) An employee described in subsection (3b) is entitled to be paid:

- i. when he or she is on call before February 26, 2009, one dollar (\$1.00) per hour;
- ii. effective February 26, 2009 until December 31, 2010, one dollar and twenty-five cents (\$1.25) per hour when he or she is on call;
- iii. effective January 1, 2011, one dollar and forty cents (\$1.40) per hour when he or she is on call.

(2) For the purposes of this section, an employee is considered to be on call when the employee keeps himself or herself reasonably available for recall to work during a period (authorized by his or her supervisor) that is not his or her regularly scheduled work period.

(3) Employees are entitled to compensation under this section,

- (a) if they are employed in a class of position set out in Schedule 5 and the class falls within the Management Compensation Plan; or
- (b) if they are employed in a class of position set out in Schedule 3, 4 or 6 and the title of the class indicates that the position is "excluded".

(4) Despite subsection (3), employees in the Crown Counsel 1, 2, 3, or 4 (Excluded) classes are not entitled to compensation under this section.

PAY FOR STAND-BY DUTY

22.(1) An employee described in subsection (3) is entitled to compensation under this section when he or she is on stand-by.

(2) For the purposes of this section, an employee is considered to be on stand-by when the employee keeps himself or herself available for immediate recall to work during a period (authorized by his or her supervisor) that is not his or her regularly scheduled work period.

(3) Employees are entitled to compensation under this section if they are employed in a class of position set out in Schedule 3, 4 or 5 and the class falls within the Management Compensation Plan.

(4) A full-time employee who is required to be on stand-by for a period that does not exceed his or her regularly scheduled work day is entitled to be paid for four hours at his or her basic hourly rate.

(5) A full-time employee who is required to be on stand-by for a period longer than his or her regularly scheduled work day is entitled to be paid at the rate of one-half of his or her basic hourly rate for every hour of stand-by (calculated to the nearest half-hour).

(6) A part-time employee who is required to be on stand-by is entitled to be paid at the rate of one-half of his or her basic hourly rate for every hour of stand-by (calculated to the nearest half-hour).

PAY FOR STAND-BY DUTY DURING A STRIKE OR LOCK-OUT

23.(1) An employee described in subsection (4) is entitled to compensation under this section when he or she is on stand-by during a strike by employees employed in the part of the public service composed of employees who have been appointed under section 32 of the Act or a lock-out of such persons, whether or not the strike or lock-out is lawful.

(2) Employees are entitled to compensation under this section when they are on stand-by on or after January 1, 2002.

(3) For the purposes of this section, an employee is considered to be on stand-by when the employee keeps himself or herself available for immediate recall to work during a period (authorized by his or her supervisor) that is not his or her regularly-scheduled work period.

(4) Employees are entitled to compensation under this section if they are employed in any of the following classes:

1. Those employed in the Senior Management Group 1 or 2 classes, but not in the Senior Specialist 1 (AMAPCEO Unit) or Senior Specialist 2 (AMAPCEO Unit) classes.
 2. Those employed in the Information Technology Executive ITX 1 or 2 classes.
 3. Those employed in a class of position set out in Schedule 6 if the class falls within the Management Compensation Plan, but not those described in subsection (5).
- (5) Employees are not entitled to compensation under this section,
- (a) if they are represented by the Association of Law Officers of the Crown, the Association of Ontario Physicians and Dentists in the Public Service, the Commissioned Officers' Association or the Ontario Crown Attorneys' Association; or
 - (b) if they are employed in a position listed in Schedule 8 to this Regulation.
- (6) The amount and form of compensation are determined under subsections 22 (4), (5) and (6).

PAY FOR TRAVEL TIME

- 24.(1) An employee described in subsection (2) is entitled to compensation under this section for his or her travel time in the circumstances described in subsection (3).
- (2) Employees are entitled to compensation under this section if they are employed in a class of position set out in Schedule 3, 4 or 5 and the class falls within the Management Compensation Plan.
- (3) Compensation is payable for an employee's travel time,
- (a) if he or she is travelling for an employment-related purpose authorized by his or her supervisor, but not travelling to reach his or her normal place of work or his or her headquarters; and
 - (b) if he or she is travelling by a means that has been authorized in writing by his or her supervisor.
- (4) If the employee travels by car or by public transit, and if the employee travels to the destination directly, compensation is payable for the following periods of travel time (calculated to the nearest half-hour):
1. From the employee's authorized time of departure from his or her normal place of work, headquarters or home, as the case may be, until the time he or she arrives at the destination.
 2. From the employee's authorized time of departure from the destination until the time he or she arrives at his or her normal place of work, headquarters or home, as the case may be.

(5) If the employee travels by a public carrier other than public transit, compensation is payable for the following periods of travel time (calculated to the nearest half-hour):

1. From one hour before the scheduled time of departure by the carrier until one hour after the carrier arrives at the destination.

(6) Despite subsections (4) and (5), if the employee travels on a holiday listed in subsection 32 (1) or on a day that is not a regularly scheduled work day for the employee, compensation for a minimum of four hours is payable under this section for his or her travel time on that day.

(7) Despite subsection (6), if the employee's means of travel includes sleeping accommodation for him or her, the employee is not entitled to compensation for his or her travel time between 11 p.m. and the time that he or she regularly begins work.

(8) The employee shall be compensated as follows for the travel time described in subsections (4) to (6):

1. He or she is entitled to be paid at his or her basic hourly rate for the travel time.
2. However, if the employee and his or her supervisor agree, the employee may take compensating leave equal to the amount of the travel time.
3. Compensating leave must be taken before the end of the fiscal year after the fiscal year in which the employee becomes entitled to it.
4. If the employee does not take all of the compensating leave within that period, the employee shall be paid a lump sum for the remaining travel time.

ISOLATION PAY

25.(1) An employee described in subsection (2) is entitled to isolation pay under this section if he or she is stationed at a work location on or north of the boundary line formed by,

- (a) the border between Ontario and the State of Minnesota;
- (b) thence easterly along the northern shore of Lake Superior and Lake Huron (including the islands in Ontario in those lakes) to the French River;
- (c) thence along the French River to Lake Nipissing;
- (d) thence easterly along the northern shore of Lake Nipissing to Highway 17; and
- (e) thence easterly along Highway 17 to Mattawa.

(2) Employees are entitled to isolation pay under this section if they are regular employees employed in a class of position that falls within the Management Compensation Plan. However, employees are not entitled to compensation under this section if they are represented by the Association of Law Officers of the Crown,

the Association of Ontario Physicians and Dentists in the Public Service, the Commissioned Officers' Association or the Ontario Crown Attorneys' Association.

(3) A full-time employee is entitled to be paid the amount set out in the Table to this subsection, based upon the total number of points assigned to him or her under subsections (5) and (6).

Table
(subsection 25 (3))

Item	Column 1	Column 2
	Number of points	Isolation pay per week
1.	7 or fewer	Nil
2.	8	\$3.45
3.	9 to 12	5.18
4.	13 to 16	6.90
5.	17 to 20	8.63
6.	21 to 24	10.35
7.	25 to 28	12.08
8.	29 to 32	13.80
9.	33 to 36	15.53
10.	37 to 40	17.25
11.	41 to 44	18.98
12.	45 or more	20.70

(4) A part-time employee is entitled to be paid the amount calculated using the formula,

$$A/B \times C$$

in which,

“A” is the number of regularly scheduled hours that the part-time employee works in a week,

“B” is the number of regularly scheduled hours that a full-time employee in the same circumstances works in a week, and

“C” is the amount determined under subsection (3) to be payable to a full-time employee in the same circumstances.

(5) An employee is assigned the number of points set out in the Table to this subsection, based upon the population of the largest centre of population that is located within 80 kilometres of the employee's work location.

Table
(subsection 25 (5))

Item	Column 1	Column 2
	Population	Number of points
1.	249 or less	14
2.	250 to 499	12
3.	500 to 999	10
4.	1000 to 1999	8
5.	2000 to 2999	6
6.	3000 to 3999	4
7.	4000 to 4999	2
8.	5000 or more	0

(6) An employee is assigned the number of points set out in the Table to this subsection, based upon the distance of the employee's work location to the nearest centre with a population of 5,000 or more and the means of travel available to the employee to reach that population centre.

Table
(subsection 25 (6))

Item	Column 1	Column 2	Column 3
	Distance to population centre (in km)	If travel by road to the population centre is reasonable	If travel by road is not reasonable
1.	80 or less	0	0
2.	More than 80 to and including 160	6	9
3.	More than 160 to and including 320	12	17
4.	More than 320 to and including 480	18	26
5.	More than 480	24	34

(7) In this section,

“work location” means, with respect to an employee, the working place at which the employee is usually stationed or, if the employee is not usually stationed at a particular working place, the working place designated by his or her deputy minister.

STANDARD SHIFT PREMIUMS

26.(1) An employee described in subsection (4) is entitled to be paid a shift premium in the amount set out in subsection (3) under this section when he or she works in the circumstances described in subsection (5).

(2) An employee who is entitled to be paid overtime when he or she works in the circumstances described in subsection (5) is not entitled to be paid a shift premium for the same period of work.

(3) The shift premium rate is as follows:

(a) for an employee other than a Crown Counsel who is in a class of position set out in schedule 3,4,5 or 6 and the title of the class indicates that the position is (Excluded)

- i. for work performed on and after January 1, 2002 and before February 26, 2009, 78 cents per hour;
- ii. for work performed on and after February 26, 2009 and before January 1, 2011, 88 cents per hour;
- iii. for work performed on and after January 1, 2011, 98 cents per hour.

(b) for all other employees described in subsection (4), 78 cents per hour.

(4) Employees are entitled to a shift premium under this section if they are employed in a class of position that falls within the Management Compensation Plan.

(5) An employee is entitled to be paid a shift premium,

- (a) for the time that he or she works between 5 p.m. and 7 a.m.; or
- (b) if more than half of the time that he or she works on a shift falls between 5 p.m. and 7 a.m., for the time that he or she works on the shift.

(6) Employees are entitled to be paid a shift premium at the rate specified under subsection (5) for work performed on and after January 1, 2002.

(7) Despite subsection (5), an employee is not entitled to be paid a shift premium in the following circumstances:

1. The employee usually works during the day and he or she is required to work beyond his or her regular working period on a particular day.

2. The employee and his or her supervisor agree that, instead of working the usual hours for the employee's position (for which no shift premium is payable), the employee may work during hours for which a shift premium would otherwise be payable under this section.

(8) Despite subsection (4), employees are not entitled to compensation under this section if they are represented by the Association of Law Officers of the Crown, the Association of Ontario Physicians and Dentists in the Public Service, the Commissioned Officers' Association or the Ontario Crown Attorney's Association.

MANAGEMENT RESPONSIBILITY SUPPLEMENTS

27.(1) An employee described in subsection (3) is entitled to be paid a management responsibility supplement in the circumstances described in subsection (4), (5) or (6).

(2) An employee who is entitled to be paid overtime when he or she works in the circumstances described in subsection (4), (5) or (6) is not entitled to be paid a management responsibility supplement for the same period of work.

(3) Employees are entitled to a management responsibility supplement under this section,

- (a) if they are employed in a class of position that falls within the Management Compensation Plan; and
- (b) if, when they are working in the circumstances described in subsection (4), (5) or (6), they are engaged in supervising any member of the correctional bargaining unit who is entitled to a shift premium under a collective agreement that applies exclusively with respect to that bargaining unit.

(4) An employee is entitled to be paid a management responsibility supplement of \$1 per hour, instead of the shift premium described in subsection 26 (5),

- (a) for the time that he or she works between 5 p.m. and midnight; or
- (b) if more than half of the time he or she works on a shift falls between 5 p.m. and midnight, for the time that he or she works on the shift.

(5) An employee is entitled to be paid a management responsibility supplement of \$1.50 per hour, instead of the shift premium described in subsection 26 (6),

- (a) for the time that he or she works between midnight and 7 a.m.; or
- (b) if more than half of the time that he or she works on a shift falls between midnight and 7 a.m., for the time that he or she works on the shift.

(6) An employee is entitled to be paid a management responsibility supplement of \$3.50 per hour for all hours that begin at or after 7 p.m. on a Friday and end at or before 7 a.m. on a Monday. This management responsibility supplement is payable

in addition to any management responsibility supplement payable under subsection (4) or (5).

(7) Employees are entitled to be paid a management responsibility supplement at the rate specified under subsection (6) for work performed on and after June 24, 2005.

(8) Employees who are paid a management responsibility supplement for work performed on or after June 24, 2005 are not entitled to be paid a special shift premium under subsection (6) as it read immediately before it was remade by this Regulation, but if an employee has been paid a special shift premium, the employee is entitled to be paid the difference, if any, between the special shift premium and management responsibility supplement

(9) Despite subsection (3), employees are not entitled to compensation under this section if they are represented by the Association of Law Officers of the Crown, the Association of Ontario Physicians and Dentists in the Public Service, the Commissioned Officers' Association or the Ontario Crown Attorney's Association.

RECLASSIFICATION

28. (1) Where the duties of a position are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, a full-time regular employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

(2) A full-time regular employee to whom subsection (1) applies is entitled to be appointed to the first vacant position in his or her former class that occurs in the same administrative district or unit, institution, or other work area in the same ministry in which the regular employee was employed at the time the reclassification was made.

(3) A full-time regular employee who, for reasons of health, is assigned to a position in a classification having a lower maximum salary shall not receive any salary progression or salary decrease for a period of six months after his or her assignment and, if at the end of that period the regular employee is unable to accept employment in his or her former classification, the regular employee shall be assigned to a classification consistent with his or her condition.

(4) Where a position is reassessed and it is reclassified to a class with a lower maximum salary, any full-time regular employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based

on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

(5) This section does not apply to Group 1 of the part of the public service composed of fixed term employees.

29. (1) Where, because of the abolition of a position, a full-time regular employee is assigned,
- (a) under section 2 of the Key Directive on HR Administration issued by the Public Service Commission, from one position in a ministry to another position in the same ministry; or
 - (b) under section 3 of the Key Directive on HR Administration issued by the Public Service Commission, from a position in one ministry to a position in another ministry,

and the position to which he or she is assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which he or she was assigned, the regular employee shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the assignment takes place.

- (2) Subsection (1) applies only where there is no position that the regular employee is qualified for and that he or she may be assigned to and that is,
- (a) in the same classification that applied to the position of the regular employee before the position was abolished; or
 - (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the position of the regular employee before the position was abolished.

(3) This section does not apply with respect to persons who are assigned to a position in the Senior Management Group.

(4) This section does not apply to Group 1 of the part of the public service composed of fixed term employees.

PART II
BENEFITS — REGULAR EMPLOYEES

APPLICATION AND INTERPRETATION

30. This Part applies to every regular employee who,

- (a) is not within a unit of employees established for collective bargaining under the *Crown Employees Collective Bargaining Act, 1993*; or
- (b) is not represented by the Ontario Provincial Police Association under the *Ontario Provincial Police Collective Bargaining Act, 2006*.

31.(1) In this Part,

“accumulated attendance credits” means,

- (a) in the case of a person who was an employee before the 1st day of January, 1976, the attendance credits standing to the credit of the employee immediately before the 1st day of January, 1976, and
- (b) in the case of an employee who was formerly within a unit of civil servants established for collective bargaining in accordance with an Act, the attendance credits standing to the credit of the employee immediately before becoming an employee;

“accumulated credits” includes compensation option credits under section 4, accumulated attendance credits and accumulated vacation credits;

“Civic Holiday” means the first Monday in August;

“continuous service” means the period of unbroken service during which a person is an employee and during which the employee,

- (a) receives his or her regular salary,
- (b) is absent on leave without pay for a period that does not exceed 30 days,
- (c) is absent on pregnancy leave under subsection 42(2) or parental leave under subsection 42 (7), or
- (d) qualifies for or is receiving a benefit under the Long Term Income Protection Plan,

and includes the periods described in subsections (3) and (4), except as otherwise specified by subsections (5) and (6);

“employee” means a person to whom this Part applies by virtue of section 30;

“employer” means the Crown.

“fixed term employee” means a person appointed under section 32 of the Act for a fixed term or a person appointed under section 47 of the Act and includes a term classified fixed term employee.

(2) In relation to employees whose compensation rate increase was determined by the Board under the *Inflation Restraint Act, 1982* for the period ending on the 31st day of December, 1983, references in this Part to the 1st day of April, 1983 in respect of benefits shall be deemed to be references to the 1st day of January, 1983.

(3) If an employee who is a regular employee was a fixed term employee within 13 weeks before his or her last appointment as a regular employee, the period of service as a fixed term employee is included in the employee's period of continuous service.

(4) If an employee described in subsection (3) was a fixed term employee whose service as a fixed term employee was broken, and if the breaks in service were not more than 13 weeks long, the periods of service as a fixed term employee are included in the employee's period of continuous service.

(5) If an employee described in subsection (3) was a fixed term employee whose service as a fixed term employee was broken, and on one or more occasions the employee's break in service was more than 13 weeks long, the employee's period of continuous service does not include periods of service that occurred before the most recent break of more than 13 weeks.

(6) Subsections (3), (4) and (5) do not apply with respect to a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner.

HOLIDAYS

32. (1) A full-time employee is entitled to a holiday in each year on each of the following days:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day
13. Any special holiday proclaimed by the Governor General or the Lieutenant Governor.

(2) A part-time employee shall be entitled to a holiday each year on each of the days shown in subsection (1) which fall on a regularly scheduled working day.

(3) Special holidays granted during vacation leave of absence shall be computed as part thereof, but no other holidays shall be computed therein

(4) Where an employee is required to work on any holiday specified in subsection (1), he or she is entitled to a compensating day as a holiday in lieu thereof.

(5) When a holiday specified in subsection (1) falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

(6) Subsection (5) does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled weekend work on a regular or recurring basis.

VACATION ENTITLEMENTS

33.(1) The Secretary of Management Board may establish a policy that permits a deputy minister to give more vacation credits to an employee than the vacation credits to which the employee is otherwise entitled under clause 34 (1) (a) or subclause 34 (1) (b) (ii) or (iii).

(2) The additional vacation credits may be given to the employee at the time that he or she becomes employed in the part of the public service composed of employees appointed under section 32 of the Act, but not after he or she is so employed.

(3) The additional vacation credits must not exceed 5/6 of a day per month for a full-time employee.

(4) The following employees are not eligible to receive additional vacation credits under this section:

1. Employees represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association.
2. Commissioned officers in the Ontario Provincial Police Force below the rank of deputy Commissioner.

34.(1) A full-time employee is entitled to vacation credits at the rate of,
(a) $1\frac{1}{4}$ days per month during the first eight years of continuous service;
(b) $1\frac{2}{3}$ days per month,
i. after eight years of continuous service,
ii. after appointment to a position that is classified within the professional medical group, or

- iii. after appointment to a position that is classified within the Senior Management Group;
- (c) 2¹/₁₂ days per month,
 - i. upon completion of fifteen years of continuous service by an employee who is a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner, or
 - ii. after fifteen years of continuous service by an employee to whom subclause (i) does not apply; and
- (d) 2¹/₂ days per month,
 - i. Upon completion of 24 years of continuous service, for a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner, or
 - ii. after 26 years of continuous service by an employee to whom subclause (i) does not apply.
- (e) 2 11/12 days per month upon completion of 30 years of continuous service, for a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner.

(2) A part-time employee is entitled to a pro-rated portion of the vacation credits shown in subsection (1) based on the ratio that the employee's regularly scheduled hours of work bear to full employment.

(3) Every commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner may elect to receive one week's salary in lieu of five days of accumulated vacation credits in each calendar year.

(4) The commissioned officer shall give written notice of the election to the Commissioner on or before the 1st day of November in the year for which the election is made.

(5) In addition to its meaning in subsections 31 (1) and 34 (28), continuous service for a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner includes unbroken full-time service in a police force which is amalgamated with the Ontario Provincial Police Force and in a First Nations police service in Ontario and,

- (a) as of July 19, 2006, unbroken full-time service in the Canadian Forces Military Police and in the regular Royal Canadian Mounted Police Service; and
- (b) as of January 1, 2007, unbroken, full-time service in a municipal police force in Ontario.
- (c) as of January 1, 2009, unbroken, full-time service in any other Canadian Police Service.

(6) An employee is entitled to vacation credits under subsection (1), or (2) as the case may be, in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.

(7) An employee is not entitled to vacation credits,
(a) in respect of a whole month in which he or she is on leave of absence without pay; and
(b) in respect of a whole month in which he or she receives benefits under the Long Term Income Protection Plan.

(8) The following employees are not entitled to vacation credits if they receive benefits under an award made under the *Workplace Safety and Insurance Act, 1997* in respect of a whole month after the first six months in which they receive such benefits, unless they are receiving payment for accumulated credits during that whole month:

1. Employees represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association.
2. Commissioned officers in the Ontario Provincial Police Force below the rank of deputy Commissioner.

(9) An employee shall be credited with his or her vacation credits for each year on the 1st day of January in the year.

(10) An employee may accumulate vacation credits,
(a) to a maximum of three times his or her annual credits, in the case of an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association; or
(b) to a maximum of twice his or her annual credits, in the case of any other employee.

(11) Despite subsection (10), an employee's vacation credits shall be reduced not later than December 31 in each year,

- (a) to a maximum of two year's credits, in the case of an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association; or
- (b) to a maximum of one year's credits, in the case of any other employee.

(12) Where an employee is prevented from taking a vacation as a result of,
(a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
(b) a total disability; or
(c) an extraordinary requirement of the employer,

and the employee's vacation credits in respect of that vacation are forfeited under subsection (11), the employee's deputy minister shall grant to the employee, at the

request of the employee, a leave of absence with pay to replace the forfeited vacation days.

(13) An employee commencing employment during a year shall be credited at that time with vacation credits calculated in accordance with subsection (1), in the case of a full-time employee, or with subsection (2) in the case of a part-time employee, for the balance of the calendar year.

(14) Subject to subsection (15) an employee commencing employment during a year is not entitled to take vacation until he or she completes six months of continuous service in the part of the public service composed of employees appointed under section 32 or 47 of the Act.

(15) An employee who has not completed six months of continuous service in the part of the public service composed of employees appointed under section 32 or 47 of the Act may take a maximum of 10 days of vacation with the approval of his or her deputy minister.

(16) If an employee takes vacation under subsection (15), the employee's accumulated vacation credits for the year and, if necessary, for the following year shall be reduced by the vacation taken.

(17) An employee who has completed six months of continuous service in the part of the public service composed of employees appointed under section 32 or 47 of the Act may, with the approval of his or her deputy minister, take vacation to the extent of his or her vacation entitlement and his or her accumulated vacation credits shall be reduced by the vacation taken.

(18) Where an employee has completed twenty-five years of continuous service in the part of the public service composed of employees appointed under section 32 or 47 of the Act, there shall be added to the employee's accumulated vacation, on that occasion only,

- (a) for a full-time employee, five days vacation; and
- (b) for a part-time employee, that portion of five days vacation equal to the portion the employee's regularly scheduled hours of work bear to full employment.

(19) Subsection (18) does not apply to a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner.

(20) An employee who completes twenty-five years of continuous service on or before the last day of the month in which the employee attains sixty-four years of age is entitled, after the end of that month, to,

- (a) five days of pre-retirement leave with pay, if the employee is a full-time employee; or

- (b) that portion of five days pre-retirement leave with pay equal to the portion that the employee's regularly scheduled hours of work bear to full employment if the employee is a part-time employee.

(21) If the employee leaves the part of the public service composed of employees appointed under section 32 or 47 of the Act before completing six months of continuous service, he or she is entitled to vacation pay at the rate of 4 per cent of the earnings of the employee during the period of his or her employment, from which is subtracted his or her earnings for the period of any vacation taken under subsection (15).

(22) If the amount to be subtracted under subsection (21) from an employee's earnings exceeds 4 per cent of the earnings of the employee during the period of his or her employment, the employee shall pay the difference to the Crown.

(23) An employee who has completed six or more months of continuous service in the part of the public service composed of employees appointed under section 32 or 47 shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date he or she ceases to be an employee.

(24) An employee who has completed six or more months of continuous service in the part of the public service composed of employees appointed under section 32 or 47 of the Act is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which he or she qualifies for payments under the Long Term Income Protection Plan under section 53.

(25) No payment shall be made under subsection (23) or (24) for vacation credits that are forfeited under subsection (11).

(26) Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in subsection (1) in the case of a full-time employee and at the rate set out in subsection (2) in the case of a part-time employee.

(27) Vacation taken in excess of the vacation credits to which an employee is entitled on the date he or she ceases to be an employee shall be deducted from the amount paid to the employee under sections 60 to 69 and from any salary to which he or she may be entitled.

(28) In this section,
"continuous service" means "continuous service" as defined in subsection 31(1) and,
(a) a leave of absence granted to an employee under section 36,

- (b) an employee's absence by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*,
- (c) an absence for which benefits are received by the employee under the Long Term Income Protection Plan,
- (d) a leave of absence without pay granted to an employee for a period that exceeds thirty days, or
- (e) an employee's period of full-time service under the *Legislative Assembly Act* that is immediately before the employee's appointment as a public servant under section 32 or 47 of the Act and without any intervening break in service.

(29) In clause 28 (e), "service under the *Legislative Assembly Act*" includes full-time service as an employee of the caucus of a political party or of a member of the Assembly where the employee's salary is paid out of the money appropriated for use of the caucus or member under the *Legislative Assembly Act*.

35. (1) At the end of the year 1991 and of each following year, an employee in the Senior Management Group may time-bank up to ten days of accumulated vacation credits standing to the employee's credit at the end of the year, and the employee's accumulated vacation credits shall be reduced by the number of days that are time-banked.

(2) An employee may accumulate time-banked credits to a maximum of 125 days.

(3) An employee who qualifies for benefits under the Long Term Income Protection Plan may elect to have some or all of his or her accumulated time-banked credits paid to him or her in a single lump sum payment at the rate of the employee's last regular salary before benefits under the Long Term Income Protection Plan become payable to the employee.

(4) Subject to subsections (5) and (6), when an employee ceases to be an employee, the employee's accumulated time-banked credits shall be paid to him or her in a single lump sum payment at the rate of the annual salary to which the employee is entitled when the employee ceases to be an employee.

(5) In lieu of some or all of the payment referred to in subsection (4), an employee may elect to take, subject to subsection (6), leave of absence with pay for some or all of the days of the employee's accumulated time-banked credits, and those credits shall be reduced by each day taken as leave of absence with pay.

(6) Time-banked credits may be taken as leave of absence with pay only when the employee ceases to be an employee immediately on the expiration of that leave of absence with pay.

(7) Except as provided in this section, an employee is not entitled to compensation for time-banked credits.

(8) In this section, to, “time-bank” means to save accumulated vacation credits at the end of the year and to reduce them by the number of days so saved and “time-banked credits” means the vacation credits saved.

SICKNESS AND DISABILITY SHORT TERM SICKNESS PLAN

36. (1) A full-time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each year, to leave of absence,

- (a) with regular salary for six working days; and
- (b) with 75 per cent of regular salary for an additional 124 working days

(2) A part-time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each year, to leave of absence,

- (a) with regular salary for that portion of six working days equal to the portion the employee’s regularly scheduled hours of work bear to full employment; and
- (b) with 75 per cent of regular salary for that portion of an additional 124 working days equal to the portion the employee’s regularly scheduled hours of work bear to full employment.

(3) An employee is not entitled to a leave of absence with pay under this section until after completion of, in the case of a full-time employee, twenty consecutive working days of employment, and in the case of a part-time employee, all of the employee’s regularly scheduled hours within a period of four consecutive weeks.

(4) An employee who is on leave of absence with pay under this section that commences on a regularly scheduled working day in one year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay for a greater number of working days than are permitted under subsection (1) or (2), as the case may be, in the two years until the employee has again completed the service requirement described in subsection (3).

(5) An employee who was on leave of absence with pay under this section for the number of days in a year permitted under subsection (1) or (2), as the case may be, is not entitled to leave of absence with pay under this section in the year next following until the employee has again completed the service requirement described in subsection (3).

(6) The pay of an employee under this section is subject to,

- (a) all deductions for insurance coverages referred to in subsection 49(1) and under the Public Service Pension Plan that would otherwise be made from the pay; and
- (b) all contributions that would otherwise be made by the employer in respect of the pay, and such deductions and contributions shall be made as though the employee were receiving the employee's regular salary.

USE OF ACCUMULATED CREDITS

37. (1) An employee who is on leave of absence and receiving pay under clause 36 (1) (b) or (2) (b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which clause 36 (1) (b) or (2) (b) applies and to receive regular salary for each such day.

(2) An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in section 36 shall have his or her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.

(3) Subsection (2) does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using his or her accumulated attendance credits.

BENEFITS UNDER THE WORKPLACE SAFETY AND INSURANCE ACT, 1997

38. (1) Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, his or her salary shall continue to be paid for a period not exceeding thirty working days and if the claim is rejected any salary paid in excess of that to which he or she is entitled under sections 36 and 37 shall be an amount owing by the employee to the employer.

(2) Where an employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the employee's salary shall continue to be paid for a period not exceeding three consecutive months, or a total of sixty-five regularly scheduled working days where such absences are intermittent, following the date of the first absence because of the injury or disease.

(3) Despite subsection (2), if a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner is absent because of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the officer is entitled to be paid his or her salary, without loss of credits, for a period not exceeding six consecutive months or, if the absences are

intermittent, for a total of 130 regularly scheduled working days following the first absence because of the injury or disease.

(4) Despite subsection (3), if a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner is absent by reason of an injury or occupational disease arising from a malicious action or the negligence of a third party and the officer elects to receive benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the injury or disease, the officer is entitled to be paid his or her salary, without loss of credits, for a period not exceeding one year.

(5) A commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner to whom an award is made under the *Workplace Safety and Insurance Act, 1997*, that is less than the employee's regular salary but that applies for a period beyond that set out in subsections (3) or (4) may elect to receive benefits under the Short Term Sickness Plan as provided for in section 36, including the right to use his or her accumulated credits to supplement the 75 per cent benefit under the Plan to 100 per cent.

(6) The regular salary of an employee to whom an award is made under the *Workplace Safety and Insurance Act, 1997* that is less than the employee's regular salary but that applies for a period beyond that set out in subsection (2), (3) or (4) may be paid after the period set out in subsection (2), (3) or (4) if the employee has accumulated credits.

(7) For any payment made under subsection (6), the difference between the employee's regular salary paid after the period set out in subsection (2), (3) or (4) and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.

(8) Where an employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the employer shall continue to pay the premiums otherwise payable by the employer for the group insurance coverages referred to in section 49.

MEDICAL EXAMINATION

39.(1) After seven consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner or of such other person as may be approved by the deputy minister is forwarded to the deputy minister of the ministry, certifying that the employee is unable to attend to official duties.

(2) Despite subsection (1), the Commission or a deputy minister may require an employee to submit the certificate required by subsection (1) for any period of absence.

(3) Where for reasons of health an employee is frequently absent or unable to perform his or her duties, his or her deputy minister may require him or her to submit to a medical examination at the expense of the ministry

SPECIAL AND COMPASSIONATE LEAVES

BEREAVEMENT LEAVE

- 40.(1) An employee is entitled,
- (a) in the case of a full-time employee, to not more than three working days leave of absence with pay; and
 - (b) in the case of a part-time employee, to not more than three consecutive days leave of absence with pay,

in the event of the death of the employee's spouse, parent, mother-in-law, father-in-law, child, stepchild, daughter-in-law, son-in-law, sister, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

(2) A commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner is entitled to the leave of absence with pay referred to in subsection (1) in the event of the death of the officer's foster parent or legal guardian.

(3) A commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner is entitled to the leave of absence with pay referred to in subsection (1) in the event of the death of the officer's stepmother or stepfather, a stepgrandparent, stepgrandchild, stepsister or stepbrother or a grandparent of his or her spouse.

(4) An employee who would otherwise have been at work is entitled to one day leave of absence with pay in the event of the death of the employee's aunt, uncle, niece or nephew.

(5) Subsection (4) does not apply to a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner.

(6) A commissioned officer mentioned in subsection (5) is entitled to one day leave of absence with pay in the event of the death of his or her aunt, uncle, niece or nephew.

(7) If the funeral service for a person on whose death an employee is entitled to a leave of absence under subsections (1) and (4) is held at a location more than 800 kilometres from the employee's residence, the employee is entitled to two additional days leave of absence without pay immediately following the leave of absence taken by the employee under those subsections.

(8) Subsection (7) does not apply to commissioned officers in the Ontario Provincial Police Force below the rank of deputy Commissioner, but they may be granted an additional leave of absence under subsection 46 (1) for necessary travel to attend a funeral service.

(9) This section does not apply to an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who is in a class of position of Crown Counsel 1, 3 or 4, in respect of a person's death on or after April 5, 2006.

41. (1) This section applies to employees represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who are in a class of position of Crown Counsel 1, 3 or 4.

(2) An employee is entitled to the following bereavement leave in the event of the death on or after April 5, 2006 of the employee's spouse, parent, step-parent, mother-in-law, father-in-law, child, stepchild, daughter-in-law, son-in-law, sibling, stepsibling, sister-in-law, brother-in-law, grandparent, stepgrandparent, grandchild, stepgrandchild, ward, foster parent or guardian:

1. In the case of a full-time employee, not more than three working days' leave of absence with pay.
2. In the case of a part-time employee, not more than three consecutive days' leave of absence with pay.

(3) An employee who would otherwise have been at work is entitled to one day's leave of absence with pay in the event of the death on or after April 5, 2006 of the employee's aunt, uncle, niece or nephew.

(4) If the funeral service for a person on whose death an employee is entitled to a leave of absence under subsection (2) or (3) is held at a location more than 800 kilometres from the employee's residence, the employee is entitled to two additional days' leave of absence without pay immediately following the leave of absence taken by the employee under those subsections.

PREGNANCY AND PARENTAL LEAVES

42. (1) In this section and in section 43,

"last day at work", in respect of a person on a leave of absence referred to in subsection (2) or (7), means,

- (a) the last day the person was at work before the leave of absence, or
- (b) where, on the last day the person was at work before the leave of absence, the person was on temporary assignment in order to avoid exposure to a video display terminal during pregnancy and the rate of pay of the position of the temporary assignment was less than the rate of pay

of the position occupied by the person before the temporary assignment, the last day the person was at work before the temporary assignment;

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

“parental leave” means a leave of absence under subsection (7);

“pregnancy leave” means a leave of absence under subsection (2);

“weekly pay”, in respect of a person on a leave of absence referred to in subsection (2) or (7), means weekly pay at the rate actually received by the person on the last day of work and also includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.

(2) A deputy minister shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000* to a person who is pregnant and who started her service with the Crown at least thirteen weeks before the expected birth date.

(3) A person may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

(4) The pregnancy leave of a person who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

(5) The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage of the child.

(6) The pregnancy leave of a person ends on a day earlier than the day provided for in subsection (4) or (5), if the person gives her deputy minister four weeks notice of that day.

(7) A deputy minister shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000* to a person who has at least thirteen weeks service with the Crown and who is the parent of a child.

(8) Parental leave may begin,

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
- (b) no later than 52 weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

(9) The parental leave of a person who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(10) Parental leave ends not later than 37 weeks after it begins or, in the case of parental leave taken by an employee who also takes pregnancy leave in respect of the same child, 35 weeks after it begins.

(11) The employee may notify his or her supervisor of the date on which the employee wishes to end his or her parental leave, and the notice must be given at least four weeks before the date chosen by the employee.

43. (1) An employee on pregnancy leave or on parental leave who provides to his or her deputy minister proof that the employee has applied for, and is eligible to receive, benefits under the *Employment Insurance Act* (Canada) in respect of the pregnancy or adoption is entitled to an allowance under the Supplemental Unemployment Benefit Plan.

(2) The following is the amount of the pregnancy leave allowance under the Plan for an employee, other than an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association or a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner:

1. For the first two weeks of the pregnancy leave, an amount equal to 93 per cent of the employee's weekly pay (as adjusted under subsection (8)) less all other wages or salary earned by the employee during the two weeks.
2. For each of the following weeks of the pregnancy leave, to a maximum of 15 weeks, an amount equal to the difference between,
 - i. 93 per cent of the employee's weekly pay (as adjusted under subsection (8)), and
 - ii. the sum of the pregnancy benefits that the employee receives under the *Employment Insurance Act* (Canada) for the week and all other wages or salary earned by the employee during the week.

(3) The following is the amount of the pregnancy leave allowance under the Plan for an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association:

1. For the first two weeks of the pregnancy leave, an amount equal to 93 per cent of the employee's weekly pay (as adjusted under subsection (8)) less all other wages or salary earned by the employee during the two weeks.
2. For each of the following weeks of the pregnancy leave, to a maximum of 15 weeks, an amount equal to the difference between,
 - i. 93 per cent of the employee's weekly pay (as adjusted under subsection (8)), and

- ii. the sum of the pregnancy benefits that the employee receives under the *Employment Insurance Act* (Canada) for the week and all other wages or salary earned by the employee during the week.

(4). The following is the amount of the pregnancy leave allowance under the Plan for a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner:

1. For the first two weeks of the pregnancy leave, an amount equal to 93 per cent of the employee's weekly pay (as adjusted under subsection (8)) less all other wages or salary earned by the employee during the two weeks.
2. For each of the following weeks of pregnancy leave, to a maximum of 15 weeks, an amount equal to the difference between,
 - i. 93 per cent of the employee's weekly pay (as adjusted under subsection (8)), and
 - ii. the sum of the pregnancy benefits that the employee receives under the *Employment Insurance Act* (Canada) for the week and all other wages or salary earned by the employee during the week.

(5) The following is the amount of the parental leave allowance under the Plan for an employee, other than an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association or a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner:

1. If the employee elects to be subject to the two-week waiting period under the *Employment Insurance Act* (Canada) before receiving benefits under that Act, the amount of the allowance is,
 - i. for those two weeks, an amount equal to 93 per cent of the employee's weekly pay (as adjusted under subsection (8)) less all other wages or salary earned by the employee during the two weeks, and
 - ii. for each of the following weeks of parental leave, to a maximum of 15 weeks, the amount described in paragraph 2.
2. In any other case, the amount of the allowance for each week of the parental leave, to a maximum of 15 weeks, is an amount equal to the difference between,
 - i. 93 per cent of the employee's weekly pay (as adjusted under subsection (8)), and
 - ii. the sum of the parental benefits that the employee receives under the *Employment Insurance Act* (Canada) for the week and all other wages or salary earned by the employee during the week.

(6) The following is the amount of the parental leave allowance under the Plan for an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association:

1. If the employee elects to be subject to the two-week waiting period under the *Employment Insurance Act* (Canada) before receiving benefits under that Act, the amount of the allowance is,
 - i. for those two weeks, an amount equal to 93 per cent of the employee's weekly pay (as adjusted under subsection (8)) less all other wages or salary earned by the employee during the two weeks, and
 - ii. for each of the following weeks of parental leave, to a maximum of 15 weeks, the amount described in paragraph 2.
2. In any other case, the amount of the allowance for each week of the parental leave, to a maximum of 15 weeks, is an amount equal to the difference between,
 - i. 93 per cent of the employee's weekly pay (as adjusted under subsection (8)), and
 - ii. the sum of the parental benefits that the employee receives under the *Employment Insurance Act* (Canada) for the week and all other wages or salary earned by the employee during the week.

(7) The following is the amount of the parental leave allowance under the Plan for a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner:

1. If the employee elects to be subject to the two-week waiting period under the *Employment Insurance Act* (Canada) before receiving benefits under that Act, the amount of the allowance is,
 - i. for those two weeks, an amount equal to 93 per cent of the employee's weekly pay (as adjusted under subsection (8)) less all other wages or salary earned by the employee during the two weeks, and
 - ii. for each of the following weeks of parental leave, to a maximum of 15 weeks, the amount described in paragraph 2.
2. In any other case, the amount of the allowance for each week of the parental leave, to a maximum of 15 weeks, is an amount equal to the difference between,
 - i. 93 per cent of the employee's weekly pay (as adjusted under subsection (8)), and
 - ii. the sum of the parental benefits that the employee receives under the *Employment Insurance Act* (Canada) for the week and all other wages or salary earned by the employee during the week.

(8) For the purposes of subsections (2), (3), (4), (5), (6) and (7), the employee's weekly pay must be adjusted to reflect the employee's progression on the wage grid during the leave and any negotiated or amended wage rates for the classification of the employee's position that are implemented during the leave

(9) During pregnancy leave or parental leave, a person who participates in the group insurance coverages related to his or her service with the Crown may continue that participation unless he or she elects in writing not to do so.

(10) Unless a person gives the employer written notice referred to in subsection (9), the employer shall continue to pay the premiums for the group insurance coverages that the employer was paying immediately before the person's pregnancy leave or parental leave and the person shall continue to pay the premiums for the group insurance coverages that the person was paying immediately before the pregnancy leave or parental leave.

(11) Subsection 49 (2) does not apply in respect of a person who is on pregnancy leave or parental leave.

(12) An employee who is on pregnancy leave is entitled to a parental leave of a maximum of 35 weeks without pay but with accumulation of credits.

(13) An employee who is on parental leave, other than a parental leave described in subsection (12), is entitled to a further leave of absence of a maximum of six weeks without pay but with accumulation of credits, and the further leave must begin immediately after the parental leave expires.

(14) An employee who wishes to take a leave described in subsection (12) or (13) shall apply for it in writing at least two weeks before the pregnancy leave or parental leave, as the case may be, expires.

(15) A person returning to work after pregnancy leave, or parental leave or a leave referred to in subsection (13) shall be reinstated to the position the person most recently held with the employer on a regular and not a temporary basis, if the position still exists, or to a comparable position, if it does not.

(16). The employer shall pay a reinstated person salary that is at least equal to the greater of,

- (a) the salary the person was most recently paid by the employer; or
- (b) the salary that the person would be earning had the person worked throughout the leaves of absence referred to in subsection (15).

(17) Despite subsections (9), (10) and (15), if a person is employed for a fixed term and that term expires during any leave of absence referred to in subsection (15), the person is not entitled after the expiry of the term,

- (a) to continue his or her participation in the group insurance coverages referred to in subsections (9) and (10); or
- (b) to reinstatement in accordance with subsection (15).

JURY OR WITNESS DUTY LEAVE

44. Where an employee is absent by reason of a summons to serve as a juror or to attend as a witness, the employee may at his or her option,
- (a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness;
 - (b) deduct the period of absence from his or her vacation credits or overtime credits or both and retain any fee he or she receives as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Minister of Finance any fee he or she has received as a juror or as a witness.

CANADIAN FORCES RESERVE TRAINING LEAVE

45. A deputy minister may grant leave of absence for not more than one week with pay and not more than one week without pay in a year to an employee in his or her ministry for the purpose of Canadian Forces Reserve training.

DISCRETIONARY LEAVE

46. (1) A deputy minister may grant an employee leave of absence with pay for not more than three days in a year upon special or compassionate grounds of,
- (a) not more than four days in a year to full-time commissioned officers in the Ontario Provincial Police Force below the rank of deputy Commissioner, or
 - (b) not more than three days in a year to employees to whom subclause (a) does not apply.

(2) Leave of absence without pay and without accumulation of credits may be granted to an employee by his or her deputy minister

(3) Leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of,

- (a) not more than six months with the approval of his or her deputy minister; and
- (b) over six months upon the certificate of the Commission.

(4) No employee shall absent himself or herself from duty on a leave of absence provided for in this section unless he or she has previously obtained the authorization required by this section.

(5) An application for leave of absence under this section shall be in writing and shall set out the reasons for the leave of absence.

47. (1) In this section, "leave of absence" means a leave of absence for the purpose of undertaking employment under the auspices of the Government of Canada or other public agency or in the private sector.

(2) A deputy minister may grant to an employee of his or her ministry leave of absence with pay for a period of not more than two years and, if the leave was granted for less than two years, may extend it from time to time, provided the total period of the absence is not more than two years.

(3) A deputy minister may grant to an employee of his or her ministry leave of absence with pay for a period of not more than five years and, if the leave was granted for less than five years, the deputy minister, with the approval of the Secretary of Management Board of Cabinet, may extend it from time to time, provided the total period of the absence is not more than five years.

(4) Where a leave of absence was originally granted under subsection (2), the deputy minister may extend it from time to time provided the total period of absence does not exceed five years.

(5) A deputy minister may grant to an employee of his or her ministry leave of absence without pay and without accumulation of credits for a period of not more than two years and, if the leave was granted for less than two years, may extend it from time to time, provided the total period of the absence is not more than two years.

(6) A deputy minister may grant to an employee of his or her ministry leave of absence without pay and without accumulation of credits for a period of not more than five years and, if the original leave was for less than five years, the deputy minister, with the approval of the Secretary of Management Board of Cabinet, may extend it from time to time, provided the total period of the absence is not more than five years.

(7) Where a leave of absence was originally granted under subsection (5), the deputy minister may extend the leave of absence from time to time, provided the total period of absence does not exceed five years.

(8) Where leave of absence with pay is granted,

- (a) the employee is entitled to the same sick leave benefits and vacation credits to which the employee would be entitled if the employee had not taken the leave of absence;
- (b) the employee shall submit regular personal attendance reports; and
- (c) the employing agency shall reimburse the Minister of Finance,
 - (i) for the salary of the employee, and
 - (ii) for contributions made by the Government of Ontario on behalf of the employee in respect of the Public Service Pension Plan, the Canada Pension Plan, the *Employment Insurance Act* (Canada) and group insurance plans.

(9) Where leave of absence without pay and without accumulation of credits is granted, the employee, at the employee's option, may continue to participate in the

group insurance plans in which the employee would have participated if the employee had not taken the leave of absence if the employee pays the full premiums for the coverage under the plans.

SELF-FUNDED LEAVE

48.(1) The Secretary of Management Board of Cabinet shall plan and provide a self-funded leave plan for regular employees other than commissioned officers in the Ontario Provincial Police Force below the rank of deputy Commissioner

(2) During a self-funded leave, group insurance benefits of a regular employee continue if the employee continues to pay his or her share of the premiums for the insurance during the leave.

GROUP INSURANCE PLANS

49.(1) The Crown may enter into agreements with insurance underwriters for the purpose of providing employees the following group insurance coverages:

1. A Basic Life Insurance Plan.
2. A Supplementary Life Insurance Plan.
3. A Dependents' Life Insurance Plan.
4. A Long Term Income Protection Plan.
5. A Supplementary Health and Hospital Insurance Plan.
6. A Dental Insurance Plan.
7. A Basic Accidental Death and Dismemberment Plan.
8. A Supplementary Accidental Death and Dismemberment Plan.
9. A Critical Illness Insurance Plan.

(2) The group insurance coverage referred to in subsection (1) shall not be provided for an employee during a leave of absence without pay except to the extent that the employee arranges through the payroll or personnel branch of his or her ministry to pay the amount of the full premium for any of the coverages that the employee chooses to have continued during the leave and pays the amount at least one week before the first of each month of the leave of absence.

(3) Within a reasonable time after granting a leave of absence without pay to an employee, the employer shall inform the employee that group insurance coverages during the leave of absence will continue only in accordance with subsection (2).

(4) Except as stated in this Part, the benefits provided to employees under the group insurance coverages shall be those set out in the agreements made with the insurance underwriters.

(5) An employee is not entitled to the group insurance coverages listed in paragraphs 7, 8 and 9 of subsection (1) if the employee is represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys'

Association or is employed as a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner.

(6) Each of sections 50 to 59 applies only where the Crown has entered into an agreement with an underwriter to provide the type of group insurance coverage referred to in that section.

(7) Despite any other provisions in sections 50 to 59 inclusive, employees employed as Commissioned officers below the rank of deputy Commissioner are not eligible for any benefits set out in sections 49 to 59 herein and shall instead be eligible for those benefits administered by the Ontario Provincial Police Association.

50. (1) The Basic Life Insurance Plan shall provide life insurance coverage equal to 100 per cent of the annual salary of every employee, and such coverage shall not be less than \$10,000 for a full-time employee and \$5,000 for a part-time employee.

(2) The premium for the Basic Life Insurance Plan coverage shall be paid by the employer.

51. (1) The Supplementary Life Insurance Plan shall provide additional group life insurance coverage equal to the annual salary, twice the annual salary or three times the annual salary, at the choice of the employee, for those employees who choose to participate in the Plan.

(2) An employee who participates in the Supplementary Life Insurance Plan shall pay the premium for his or her insurance coverage in the Plan.

52. (1) The Dependents' Life Insurance Plan shall provide, in respect of each employee who chooses to participate in the Plan other than an employee to whom subsection (2) or (3) applies, life insurance coverage chosen by the employee as follows:

1. A multiple of \$10,000 to a maximum of \$200,000 for the spouse of the employee.
2. \$1,000, \$5,000, \$7,500 or \$10,000 for each child of the employee.
3. If the employee chooses to insure any of his or her children in an amount set out in paragraph 2, the employee shall insure all of his or her children in the same amount.

(2) The Dependents' Life Insurance Plan shall provide, in respect of each commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner who chooses to participate in the Plan, life insurance coverage of \$2,000 for the spouse of the officer and \$1,000 for each child of the officer.

(3) The Dependents' Life Insurance Plan shall provide, in respect of each employee who is represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association who chooses to participate in the Plan, life insurance coverage as chosen by the employee of either,

- (a) \$1,000 for the spouse of the employee and \$500 for each child of the employee; or
- (b) \$2,000 for the spouse of the employee and \$1,000 for each child of the employee.

(4) In this section,
“child” means,

- (a) an unmarried child who is under 21 years of age,
- (b) a child who is 21 years of age or older but not yet 25 years of age and in full-time attendance at an educational institution or on vacation from it, or
- (c) a child who is 21 years of age or older and who is mentally or physically infirm and dependent on the employee.

(5) An employee who participates in the Dependents’ Life Insurance Plan shall pay the premiums for the insurance coverage provided to the employee in the Plan.

53. (1) The Long Term Income Protection Plan shall provide the benefit described in subsection (4) to an employee who participates in the Plan and who is totally disabled, is under the care of or is receiving treatment from a legally qualified medical practitioner and is not, except for the purpose of rehabilitation, engaged in any occupation or employment for which he or she receives a wage or profit.

- (2) For the purposes of this section, an employee is totally disabled if,
- (a) during the qualifying period and for the first 24 months of the period in respect of which benefits may be paid, the employee is continuously unable, as a result of sickness or injury, to perform the essential duties of the employee’s normal occupation; and
 - (b) during the balance of the period in respect of which benefits may be paid, the employee is unable, as a result of sickness or injury, to perform the essential duties of any gainful occupation for which the employee is reasonably fitted by education, training or experience.

(3) The employee is entitled to receive the benefit beginning immediately after a qualifying period of six continuous months of total disability and continuing until the earliest of,

- (a) termination of the total disability;
- (b) death; or
- (c) the end of the month in which the employee reaches 65 years of age

(4) The amount of the annual benefit payable during a calendar year (the “payment year”) to an employee is calculated using the formula,

$$A - (B + C)$$

in which,

“A” is,

- (a) for the first payment year in which the benefit is paid, 66⅔ per cent of the employee's regular salary immediately before the beginning of the qualifying period,
- (b) for each subsequent payment year, the amount of "A" for the previous year, increased by the average annual increase, expressed as a percentage, in the Ontario Consumer Price Index as published by Statistics Canada in January of the payment year, to a maximum of 2 per cent,

"B" is the total amount of the other disability and retirement benefits, if any, payable for the year to the employee under any other plans to which the employee contributes, other than payments under the *Workplace Safety and Insurance Act, 1997* for an unrelated disability, and

"C" is 50 per cent of any rehabilitation earnings of the employee for the year.

(5) Every employee employed in the part of the public service composed of employees appointed under section 32 of the Act, on or after the 1st day of March, 1971 shall participate in the Plan.

(6) An employee employed in the part of the public service composed of employees appointed under section 32 of the Act before the 1st day of March, 1971,

- (a) where the employee was participating in the Plan on the 19th day of December, 1975, is entitled to continue to participate in the Plan or to cease participating in the Plan; or
- (b) where the employee was not participating in the Plan on the 19th day of December, 1975 is, upon producing evidence of medical eligibility satisfactory to the insurer under the Plan, entitled to participate in the Plan, and is thereafter entitled to cease participating in the Plan.

(7) The employer shall pay 100% of the premium costs for every commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner who participates in the Plan, and 85 per cent of the premium costs for every other employee who participates in the Plan, and where the employer pays less than 100% of the premium costs, the employee shall pay the balance of the premium costs through payroll deduction.

(8) In this section,

"Plan" means the Long Term Income Protection Plan;

"rehabilitation earnings" means earnings for employment following directly after a period of total disability during which the employee is not fully recovered from the disability;

“total disability” means, with respect to an employee, a disability that renders the employee totally disabled as described in subsection (2)

54. Where the employer is paying all or part of the premiums for an employee who participates in one or more of the plans referred to in subsection 49(1) and the employee receives benefits under the Long Term Income Protection Plan, the employer shall continue the premium payments for the period in respect of which the employee is receiving the benefits.
55. (1) The Supplementary Health and Hospital Insurance Plan shall provide to every employee who joins the Plan, subject to any restrictions set out in this section,
- (a) reimbursement for 90 per cent of the cost of drugs and medicine listed in the *Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities* and dispensed by a legally qualified medical practitioner or by a pharmacist as defined in subsection 117 (1) of the *Drug and Pharmacies Regulation Act* on the written prescription of a legally qualified medical practitioner;
 - (b) reimbursement for charges for private or semi-private room hospital care made by a hospital within the meaning of the Public Hospitals Act or by a hospital that is licensed or approved by the governing body in the jurisdiction in which the hospital is located,
 - i. for charges incurred before August 1, 2006, not exceeding \$200 more than the charge by the hospital for standard ward room hospital care, to every commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner,
 - ii. for charges incurred on and after August 1, 2006, equal to 100 per cent of the charges for semi-private rooms and not exceeding \$200 more than the charge by the hospital for standard ward room hospital care for private rooms, to every commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner,
 - iii. not exceeding the following amount to every employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association,
 - (A) \$120 more than the charge by the hospital for standard ward room hospital care, and
 - (B) despite sub-subclause (A), \$100 more than the charge by the hospital for standard ward room hospital care, for private or semi-private hospital room care received on or after January 1, 2008 in respect of an employee who is in a class of position of Crown Counsel 1, 3 or 4, or
 - iv. not exceeding the following amount to every employee to whom subclause (i), (ii) or (iii) does not apply,
 - (A) \$75 more than the charge by the hospital for standard ward room hospital care, for private or semi-private hospital room care received before April 1, 2004, and

- (B) \$130 more than the charge by the hospital for standard ward room hospital care, for private or semi-private hospital room care received on and after April 1, 2004; and
- (c) such other health and hospital expenses as result from treatment and services recommended or approved by a legally qualified medical practitioner as may be provided by the Plan.

(2) The Supplementary Health and Hospital Insurance Plan shall provide the benefits described in subsection (1) to every commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner who joins the Plan, subject to the following conditions and restrictions:

1. The maximum amount of the reimbursement for the dispensing fee for drugs and medicine is \$8 for each prescription.
2. The employee is not entitled to be reimbursed for drugs or medicine that is available without a prescription.
3. The maximum amount of the reimbursement for a drug or medicine (excluding the dispensing fee) is the reasonable and customary cost of the generic form of the drug or medicine.
4. The employee is not entitled to be reimbursed for more than one pair of orthotics per person in a calendar year and the maximum amount of the reimbursement for a pair of orthotics is \$500.
5. The employee is not entitled to be reimbursed for more than 75 per cent of the cost of one pair of orthopaedic shoes per person in a calendar year and the maximum amount of the reimbursement for a pair of orthopaedic shoes is \$500.

(3) The Supplementary Health and Hospital Insurance Plan shall provide the benefits described in subsection (1) to every employee represented by the Association of Law Officers of the Crown or Ontario Crown Attorneys' Association who joins the Plan, subject to the following conditions and restrictions:

1. The employee is not entitled to be reimbursed for drugs or medicine that is available without a prescription.
2. The payment of 90 per cent mentioned in clause (1) (a) is subject to a deductible amount of \$5 for each Drug Identification Number (DIN).
3. The employee is not entitled to be reimbursed for more than one pair of orthotics per person in a calendar year and the maximum amount of the reimbursement for a pair of orthotics is \$500.
4. The employee is not entitled to be reimbursed for more than 75 per cent of the cost of one pair of orthopaedic shoes per person in a calendar year and the maximum amount of the reimbursement for a pair of orthopaedic shoes is \$500.

(4) The Supplementary Health and Hospital Insurance Plan shall provide the benefits described in subsection (1) to every employee to whom subsection (1) applies, other than an employee to whom subsection (2) or (5) applies, subject to the following restrictions:

1. The maximum amount of the reimbursement for a drug or medicine is the reasonable and customary cost of the generic form of the drug or medicine.
2. The employee is not entitled to be reimbursed for drugs or medicine that is available without a prescription.
3. No benefits are payable for expenses incurred outside Canada.
4. The employee is not entitled to be reimbursed for more than one pair of orthotics per person in a calendar year and the maximum amount of the reimbursement for a pair of orthotics is \$500.
5. The employee is not entitled to be reimbursed for more than 75 per cent of the cost of one pair of orthopaedic shoes per person in a calendar year and the maximum amount of the reimbursement for a pair of orthopaedic shoes is \$500.

(5) Subsection (4) applies with respect to health and hospital expenses incurred for treatment or services provided on and after April 1, 2004.

(6) The employer shall pay,

- (a) the premiums for every full-time employee who joins the Supplementary Health and Hospital Insurance Plan; and
- (b) 40, 50, 60, 70 or 80 per cent of the premiums for every part-time employee who joins the Supplementary Health and Hospital Insurance Plan, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment, and the employee shall pay the balance of the premium through payroll deduction.

(7) An employee may elect to participate in the Supplementary Health and Hospital Insurance Plan,

- (a) on appointment;
- (b) in December of any year, for coverage commencing on the 1st day of January next following, if the employee has satisfied the waiting period of the Plan and the employee,
 - (i) did not join the Plan on appointment, or
 - (ii) previously opted out of the Plan; or
- (c) on providing evidence that similar coverage available to the employee under the Plan of another person has been terminated, for coverage commencing on the 1st day of the month coinciding with or following the presentation of the evidence.

(8) An employee may elect in December of any year to opt out of the Supplementary Health and Hospital Insurance Plan and coverage shall cease at the end of that month.

(9) The Supplementary Health and Hospital Insurance Plan shall provide the cost of vision care,

- (a) to a maximum of the following amount for every commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner:
 - i. \$300 per person every 24 months for vision care provided before August 1, 2006, and
 - ii. \$340 per person every 24 months for vision care provided on and after August 1, 2006;

- (b) to a maximum of the following amount for each child aged 12 years of age or less of a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner:
 - iv. \$300 per child every six months for a change in prescription provided before August 1, 2006, and
 - v. \$340 per child every six months for a change in prescription provided on and after August 1, 2006;

- (c) to a maximum of the following amount, to every employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association, who is in a class of position of Crown Counsel 1, 3 or 4 and who elects to participate in the Plan's additional coverage for vision care and hearing aids,
 - i. \$300 per person every 24 months for vision care provided before January 1, 2008, and
 - ii. \$350 per person every 24 months for vision care provided on or after January 1, 2008, which amount includes a maximum of \$75 per person every 24 months for one routine eye examination; and

- (d) to a maximum of the following amount, to every employee to whom clause (a) or (c) does not apply and who elects to participate in the Plan's additional coverage for vision care and hearing aids,
 - i. \$300 per person every 24 months for vision care provided on or after April 1, 2004 and before June 1, 2007, and
 - ii. \$340 per person every 24 months for vision care provided on and after June 1, 2007.

- (10) (a) For the purposes of clauses (9) (a) and (b), the costs of the following shall be included in vision care for costs incurred on or after August 1, 2006:
 - 1. Laser surgery treatment.
 - 2. One eye examination in a 24-month period.

- (b) For the purposes of clause (9) (d), the cost of one eye examination in a 24-month period shall be included in vision care for costs incurred on or after June 1, 2007.

- (11) The Supplementary Health and Hospital Insurance Plan shall provide the cost of the purchase and repair of a hearing aid (other than the replacement of a battery),

- (a) to a maximum of \$1,000 per person every three years, to every commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner; and
- (b) to the following maximum, to every employee to whom clause (a) or (b) does not apply and who elects to participate in the Plan's additional coverage for vision care and hearing aids,
 - i. a lifetime maximum of \$200 per person for the cost of purchasing or repairing a hearing aid incurred before April 1, 2004, and
 - ii. a maximum of \$2,500 per person every five years for the cost of purchasing or repairing a hearing aid incurred on or after April 1, 2004.

(12) The Supplementary Health and Hospital Insurance Plan shall provide, to a maximum of \$2,500 per person every five years, the cost of the purchase and repair of a hearing aid, other than the replacement of a battery, to each employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who elects to participate in the Plan's additional coverage for vision care and hearing aids.

(13) Despite subsection (12) on and after January 1, 2008, the Supplementary Health and Hospital Insurance Plan shall provide, to a maximum of \$2,500 per person every five years, the cost of the purchase and repair of a hearing aid, including the replacement of a battery, to each employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who elects to participate in the Plan's additional coverage for vision care and hearing aids and who is in a class of position of Crown Counsel 1, 3 or 4.

(14) The additional coverage described in subsections (9) to (13) is subject to the following deductible amount, other than for commissioned officers in the Ontario Provincial Police Force below the rank of deputy Commissioner:

1. \$10 for each calendar year for an employee with single coverage.
2. \$10 per person for each calendar year to a maximum of \$20 for an employee with family coverage.

(15) An employee represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association and who elects to participate in the Plan's additional coverage for vision care and hearing aids is not subject to the deductible amount imposed under subsection (14) for vision care provided on or after January 1, 2004 or for hearing aids purchased or repaired on or after January 1, 2004.

(16) For the additional coverage described in subsection (9), the employer shall pay 100 per cent of the premiums for each commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner.

(17) For the additional coverage described in subsection (9), the employer shall pay the following percentage of the premiums for each participating full-time

employee who is represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association,

- (a) for premiums payable before January 1, 2004, 60 per cent;
- (b) for premiums payable on or after January 1, 2004, 80 per cent.

(18) For the additional coverage described in subsection (9), the employer shall pay the following percentage of the premiums for each participating full-time employee other than an employee to whom subsection (16) or (17) applies,

- (a) for premiums payable before April 1, 2004, 60 per cent; and
- (b) for premiums payable on or after April 1, 2004, 80 per cent.

(19) For the additional coverage described in subsection (9), the employer shall pay 60 per cent of the percentage of monthly premiums that apply in clause (6) (b) for each participating part-time employee other than an employee to whom subsection (16) applies.

(20) For the additional coverage described in subsection (11), the employer shall pay 60 per cent of the premiums for each participating full-time employee other than an employee to whom subsection (16) applies.

(21) For the additional coverage described in subsection (11), the employer shall pay 60 per cent of the percentage of monthly premiums that apply in clause (6) (b) for each participating part-time employee other than an employee to whom subsection (16) applies.

(22) In this section,

“optometrist” means a member of the College of Optometrists of Ontario;

“physician” means a member of the College of Physicians and Surgeons of Ontario;

“vision care” means eyeglasses, frames and lenses for eyeglasses and contact lenses prescribed by a physician or an optometrist, and includes the fitting of such eyeglasses, frames, lenses and contact lenses, but does not include eyeglasses for cosmetic purposes or sunglasses.

56.(1) Subject to subsection (2), the Dental Insurance Plan shall reimburse every employee who elects to participate in the Plan, other than a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner for the following expenses and the reimbursement is in the following amount:

1. Eighty-five per cent of the cost of basic dental services, endodontic services, periodontic services and repair or maintenance services for existing dentures or bridges specified by the Plan. However, the amount of the reimbursement shall not exceed the following:
 - i. Subject to subparagraph ii, 85 per cent of the fees set out in the Ontario Dental Association schedule of fees for general practitioners that is in effect when the expense is incurred.

- ii. For services provided on or after July 1, 2008, where the employee is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association and is in a class of position of Crown Counsel 1, 3 or 4, 85 per cent of the fees set out in the Ontario Dental Association schedule of fees for general practitioners that is in effect one year before the expense is incurred.
2. Fifty per cent of the cost of new dentures specified by the Plan, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$3,000 per person is the maximum reimbursement under this paragraph in respect of an employee, the employee's spouse and each dependent child of the employee.
3. Fifty per cent of the cost of orthodontic services specified by the Plan and provided to unmarried dependent children of the employee who are more than six years old and less than 19 years old, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$3,000 is the maximum reimbursement under this paragraph in respect of each dependent child of the employee.
4. Fifty per cent of the cost of crowns, bridgework and other major restorative services specified by the Plan, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$2,000 per person per year is the maximum reimbursement under this paragraph in respect of an employee, the employee's spouse and each dependent child of the employee.

(2) The benefits described in subsection (1) are subject to the restriction that the employee to whom this subsection applies under subsection (3) is not entitled to be reimbursed for more than one recall examination by a dentist,

- (a) every nine months for an individual who is over 12 years old; and
- (b) every six months for a younger individual.

(3) Subsection (2) applies,

- (a) on or after January 19, 2004, to an employee who is represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association; and
- (b) on or after April 1, 2004, to any employee who is entitled to be reimbursed under subsection (1) other than an employee described in clause (a).

(4) The benefits described in subsection (1) are subject to a deductible amount each year of \$25 for an individual and \$50 for a family in the case of an employee

who is represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association.

(5) Subject to subsection (6), if a commissioned officer in the Ontario Provincial Police Force below the rank of deputy commissioner elects to participate in the Dental Insurance Plan, the Plan shall reimburse the officer for the following expenses and in the following amount:

1. Ninety per cent of the cost of basic dental services, endodontic services, periodontic services and repair or maintenance services for existing dentures or bridges specified by the Plan, but not to exceed 90 per cent of the fees set out in the Ontario Dental Association schedule of fees for general practitioners in effect when the expense is incurred. However, the employee is not entitled to be reimbursed for more than one recall examination by a dentist every nine months for an individual over 12 years old and every six months for a younger individual.
2. Sixty per cent of the cost of new dentures and major restorative and orthodontic services specified by the Plan, to a maximum of 60 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$2,000 per year is the maximum reimbursement under this paragraph in respect of an employee, the employee's spouse and each dependent child of the employee.

(6) The benefits described in subsection (5) are subject to the restriction that the employee to whom subsection (5) applies is not entitled to be reimbursed for more than one recall examination by a dentist,

- (a) every nine months for an individual who is over 12 years old; and
- (b) every six months for a younger individual.

(7) The employer shall pay,

- (a) the premiums for every full-time employee who joins the Dental Insurance Plan; and
- (b) 40, 50, 60, 70 or 80 per cent of the premiums of the Dental Insurance Plan for every part-time employee who joins the Plan, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment and the employee shall pay the balance of the premium through payroll deduction.

(8) An employee may elect to participate in the Dental Insurance Plan,

- (a) on appointment; or
- (b) in December of any year for coverage commencing on the 1st day of January next following, if the employee has satisfied the waiting period of the Plan and the employee,
 - i. did not join the Plan on appointment, or
 - ii. previously opted out of the Plan; or
- (c) on providing evidence that similar coverage available to the employee under the plan of another person has been terminated, for coverage

commencing on the 1st day of the month coinciding with or next following the presentation of the evidence.

(9) An employee may elect in December of any year to opt out of the Dental Insurance Plan and coverage shall cease at the end of that month.

57. (1) The Basic Accidental Death and Dismemberment Insurance Plan shall provide accidental death and dismemberment insurance coverage of up to \$50,000 in the case of a full-time employee, and up to \$25,000 in the case of a part-time employee.

(2) The premium for the Basic Accidental Death and Dismemberment Insurance Plan shall be paid by the employer.

58. (1) The Supplementary Accidental Death and Dismemberment Plan shall provide additional accidental death and dismemberment insurance coverage in such amounts as are specified in the Plan for those employees who choose to participate in the Plan.

(2) An employee who participates in the Supplementary Accidental Death and Dismemberment Plan shall pay the premium for his or her participation.

59. (1) The Critical Illness Insurance Plan shall provide critical illness insurance coverage in such amounts as are specified in the Plan for those employees who choose to participate in the plan.

(2) An employee who participates in the Critical Illness Insurance Plan shall pay the premium for his or her participation.

TERMINATION PAYMENTS

60. A full-time employee who was appointed before the 1st day of January, 1970 and who ceases to be an employee is entitled to be paid an amount in respect of remaining accumulated attendance credits in an amount computed by multiplying half of the number of days of remaining accumulated attendance credits at the date of ceasing to be an employee by the employee's annual salary at the date of ceasing to be an employee and dividing the product by 261.

61. Despite section 60, a full-time employee who was appointed on or after the 1st day of October, 1965 and before the 1st day of January, 1970 who ceases to be an employee because of,

- (a) death;
- (b) total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan; or
- (c) dismissal from employment under section 39 of the Act,

is entitled to receive, for continuous service up to and including the 31st day of December, 1975,

- (d) severance pay equal to one-half week of salary for each year of continuous service before the 1st day of January, 1970 and one week of salary for each year of continuous service from and including the 1st day of January, 1970; or
- (e) the amount in respect of his or her accumulated attendance credits computed in accordance with section 60

but he or she is not entitled to receive both of these benefits.

62. A full-time employee who is appointed on or after the 1st day of January, 1970 is entitled to severance pay for each year of continuous service up to and including the 31st day of December, 1975,

- (a) where the employee has completed one year of continuous service and ceases to be an employee because of,
 - i. death,
 - ii. total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan, or
 - iii. dismissal from employment under section 39 of the Act,

in an amount equal to one week of salary for each year of service; or

- (b) where the employee has completed five years of continuous service and ceases to be an employee for any reason other than,
 - i. dismissal for cause under section 34 of the Act, or
 - ii. abandonment of position under section 42 of the Act,

in an amount equal to one week of salary for each year of service.

63. Despite the definition of "continuous service" in subsection 31(1), for the purposes of sections 64 to 68, a leave of absence without pay granted to a regular employee under section 14 or 15 of the Key Directive on HR Administration issued by the Public Service Commission or an absence for a period not exceeding two years in respect of which a direction has been given under section 17 of the Key Directive on HR Administration issued by the Public Service Commission shall be deemed not to interrupt a period of continuous service ending immediately before and commencing immediately after the absence, and shall not be included as part of the continuous service of the regular employee.

64. (1) Subject to subsections (1.1), (1.2), (2), (2.1), and (6) , an employee,

- (a) who has completed a minimum of one year of continuous service and who ceases to be an employee because of,
 - i. death,

- ii. total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan, or
 - iii. dismissal from employment under section 39 of the Act; or
- (b) who has completed a minimum of five years of continuous service and who ceases to be an employee for any reason other than,
- i. dismissal for cause under section 34 of the Act, or
 - ii. abandonment of position under section 42 of the Act,

is entitled to severance pay for continuous service from and after the 1st day of January, 1976,

- (c) equal to one week of salary for each year of continuous service as a full-time employee from and after that date; and
- (d) equal to that portion of a week's salary that is equal to the portion the employee's regularly scheduled hours of work bear to full employment, for each year of continuous service as a part-time employee.

64. (1.1) Subsection (1) does not apply to any of the following employees in respect of service after December 31, 2011:

An employee employed in a position,

- (i) whose class title indicates that the position is excluded; or
- (ii) in the Management Compensation Plan; or
- (iii) in the Senior Management Group;

who ceases to be employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act because he or she has resigned.

64. (1.2) Subsection (1) does not apply to any of the following employees:

An employee in a position,

- (i) whose class title indicates that the position is excluded;
- (ii) in the Management Compensation Plan; or
- (iii) in the Senior Management Group;

who first became employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act on or after July 1, 2011, and who ceases to be employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act because he or she has resigned.

(2) Subsection (1) does not apply to any of the following employees in respect of service on or after January 1, 2005:

1. An employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association,
 - i. who is in a class of position of Crown Counsel 1, 3 or 4 on April 5, 2006, and

- ii. who ceases to be employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act because he or she has resigned.
- 2. An employee,
 - i. who is in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5 on April 5, 2006, and
 - ii. who ceases to be employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act because he or she has resigned.
- 3. An employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association,
 - i. who is in a class of position of Crown Counsel 1, 3 or 4 on April 5, 2006, and
 - ii. who ceases to be employed in the part of the public service composed of employees appointed under section 32 of the Act on or after January 1, 2007 because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.
- 4. An employee,
 - i. who is in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5 on April 5, 2006, and
 - ii. who ceases to be employed in the part of the public service composed of employees appointed under section 32 of the Act on or after January 1, 2007 because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.
- 5. An employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorney's Association who is in a class of position of Crown Counsel 1, 3 or 4,
 - i. who first becomes employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act on or after April 5, 2006, and
 - ii. who ceases to be employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act,
 - A. because he or she has resigned, or
 - B. because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.
- 6. An employee who is in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5,

- i. who first becomes employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act on or after April 5, 2006, and
- ii. who ceases to be employed in the part of the public service consisting of persons appointed under section 32 or 47 of the Act,
 - A. because he or she has resigned, or
 - B. because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.

(2.1) Subsection (1) does not apply to any of the following employees:

- (a) an employee who is represented by the Association of Ontario Physicians and Dentists in the Public Service (AOPDPS) who ceases to be employed in the part of the public service consisting of persons appointed under section 32 of the Act because he or she has resigned or retired subject to the following exception:
 - i. an employee who is represented by the Association of Ontario Physicians and Dentists in Public Service (AOPDPS) as of March 9, 2007 who voluntarily resigns is entitled to termination pay for service accrued up to December 31, 2008.
 - ii. An employee who is represented by the Association of Ontario Physicians and Dentists in Public Service (AOPDPS) on March 12, 2009 and who voluntarily retires is entitled to termination pay.
- (b) An employee who is a commissioned officer in the Ontario Provincial Police Force below the rank of deputy commissioner who ceases to be employed in the part of the public services consisting of persons appointed under section 32 of the Act because he or she has resigned subject to the following exception:
 - i. an employee who is a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner as of January 1, 2009, who voluntarily resigns is entitled to termination pay for service accrued up to December 31, 2008. A decision of an employee to retire under a provision of the *Public Service Pension Plan* is not a voluntary resignation for the purposes of this provision.

(3) For the purpose of clause (1) (d), “week’s salary” means the salary the employee would receive if the employee were in full employment.

(4) Despite the definition of “continuous service” in subsection 31 (1), for the purpose of this section, an employee’s period of continuous service under the *Legislative Assembly Act* immediately prior to the employee’s appointment as a public servant under section 32 of the Act shall be taken into account in computing the minimum period of continuous service mentioned in clause (1) (b) and in computing the severance pay mentioned in subsection (1), but the severance pay to

which the employee is entitled under that subsection shall be reduced by an amount equal to the amount, if any, of the severance pay received by the employee in respect of the termination of his or her service under the *Legislative Assembly Act* for any period of such service that is also taken into account in computing his or her severance pay under subsection (1).

(5) In subsection (4),

“service under the *Legislative Assembly Act*” includes continuous service for at least one year as an employee of the caucus of a political party or of a member of the Assembly where the employee’s salary is paid out of money appropriated for the use of the caucus or member under the *Legislative Assembly Act*.

(6) Effective June 17, 2011, subsection (1) does not apply where subsection 9(1) (continuity of employment on sale of a business) of the *Employment Standards Act, 2000* applies (*i.e.*, where as part of a sale, lease, transfer or disposition by the Crown to a purchaser, the employee is employed by the purchaser to whom the *Employment Standards Act, 2000* applies, the employment is deemed not to have been terminated and employment with the Crown is deemed to have been employment with the purchaser for the purpose of any subsequent calculation of the employee’s length or period of employment).

65. (1) This section applies to the following employees if they have completed less than five years of continuous service on or before April 5, 2006:

1. A employee who, on April 5, 2006, is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys’ Association in a class of position of Crown Counsel 1, 3 or 4 either as a regular or fixed term employee.
2. An employee who, on April 5, 2006, is in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5 either as a regular or fixed term employee.

(2) The following employees in the part of the public service composed of regular employees are entitled to severance pay under this section for their continuous service on or before December 31, 2004:

1. An employee in a class of position of Crown Counsel 1, 3 or 4, Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5 who ceases to be employed in the part of the public service composed of employees appointed under section 32 of the Act,
 - i. because he or she has resigned, or
 - ii. because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.
2. An employee who, on April 5, 2006, is employed in the part of the public service composed of fixed term employees in a class of position of Crown Counsel 1, 3 or 4, Crown Counsel 1, 3 or 4 (Excluded) or Crown

Counsel 5, who is appointed on or before December 31, 2006 to a position in the part of the public service composed of regular employees in one of those classes of positions and who ceases to be employed in the part of the public service composed of employees appointed under section 32 of the Act,

- i. because he or she has resigned, or
- ii. because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.

(3) Subsections 64 (3), (4) and (5) apply, with necessary modifications, with respect to severance pay to which an employee is entitled under this section.

66. Despite section 67, where in the opinion of the Commission special circumstances exist, a payment may be made by way of termination allowance to an employee on the termination of the employment of the employee.

67. (1) The total of the amount paid to an employee, other than an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association or a commissioned officer in the Ontario Provincial Police Force, in respect of accumulated attendance credits and his or her severance pay must not exceed one-half of his or her annual salary on the date when he or she ceases to be an employee.

(1.1) The total of the amount paid to a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner in respect of accumulated attendance credits and his or her severance pay must not exceed

- (a) in the case of a full-time commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner appointed under section 32 of the Act before January 1, 2009, one-half of his or her annual salary,
- (b) in the case of a full-time commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner appointed under section 32 of the Act on or after January 1, 2009, one-quarter of his or her annual salary (i.e. 13 weeks) subject to the *Employment Standards Act, 2000*.

(2) The calculation of the severance pay of an employee to whom subsection (1) and subsection (1.1) applies is based on his or her salary on the date when he or she ceases to be an employee.

(3) The total of the amount paid to an employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association in respect of accumulated attendance credits and his or her severance pay must not exceed one-half of his or her annual salary,

- (a) on the date when he or she ceases to be an employee; or

(b) in the case of an employee receiving benefits under the Long Term Income Protection Plan, on the date when the employee received his or her last salary before receiving benefits under the Plan.

(4) The calculation of the severance pay of an employee to whom subsection (3) applies is based on his or her salary,

(a) on the date when he or she ceases to be an employee; or

(b) in the case of an employee receiving benefits under the Long Term Income Protection Plan, on the date when the employee received his or her last salary before receiving benefits under the Plan.

(5) Where a computation for severance pay involves part of a year, the computation in respect of that part shall be made on a monthly basis, and,

(a) any part of a month that is less than fifteen days shall be disregarded; and

(b) any part of a month that is fifteen or more days shall be deemed to be a month.

(6) For the purposes of this section, the salary of a part-time employee shall be determined as if he or she were in full employment.

68.(1) An employee may receive only one termination payment for a given period of continuous service.

(2) An employee whose total period of service is interrupted by a hiatus in service may, at the employee's option, repay any termination payment received as a result of that absence to the Minister of Finance, and thereby restore termination pay entitlements for the period of continuous service for which the payment had been made.

(3) An employee who intends to terminate his or her employment and who would, upon the termination of employment, be entitled to a termination payment under section 60, 61, 62 or 64 may elect, in lieu of the payment provided for in those sections, to take a leave of absence with pay of not more than the lesser of,

(a) the length of time determined under those sections for computing the termination payment to which the employee would be entitled; and

(b) the length of time between the commencement of the leave of absence with pay and the end of the month in which the employee will attain sixty-five years of age.

(4) The employment of an employee who has elected under subsection (3) to take a leave of absence with pay continues until the end of the leave of absence.

(5) Subject to subsection (6), an employee's entitlement to a termination payment under section 60, 61, 62 or 64 shall be reduced to reflect the time taken by the employee under subsection (3) as a leave of absence with pay.

- (6) Where a leave of absence with pay under section 46 has been granted to an employee,
- (a) in consequence of the employee's intended termination of employment and election to take a leave of absence with pay under subsection (3); and
 - (b) for a period of time equal to the leave of absence with pay taken by the employee under subsection (3),

the employee's entitlement to a termination payment under section 60, 61, 62 or 64 shall be reduced to reflect one-half of the time taken by the employee under subsection (3) as a leave of absence with pay, and one-half of each day of the total number of days of leave granted under section 46 and of leave taken under subsection (3) shall be allocated to each of the leaves of absence.

- (7) Subsections (3) to (6) apply despite sections 60, 61, 62 or 64.

DEATH PAYMENT

69. (1) Where a full-time employee who has served for more than six months dies, there shall be paid to the employee's personal representative or if there is no personal representative to such person as the Commission determines, the sum of one-twelfth of the employee's annual salary.

(2) Any severance pay to which a full-time employee is entitled under this Part shall be reduced by an amount equal to any entitlement under subsection (1).

70. (1) If a commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner is killed in the line of duty, his or her surviving spouse or dependents are entitled to be reimbursed for the funeral and burial expenses, up to a maximum amount of \$12,000.

(2) This section applies with respect to an officer who is killed on or after December 31, 1999.

OTHER BENEFITS

71. (1) Every full-time commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner who is required to provide and wear ordinary clothing as part of his or her duties is entitled to be reimbursed for expenses incurred to buy the clothing:

- (a) prior to 2009 up to a maximum of \$1,125 for the year;
- (b) effective January 1, 2009, up to a maximum of \$1,250 for the year.

(2) Effective January 1, 2009, every part-time commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner who is required to provide and wear ordinary clothing as part of his or her duties is entitled to be

reimbursed for expenses incurred to buy the clothing, up to a maximum for a year of the amount calculated using the formula,

$$\$1,250 \times A/B$$

in which,

“A” is the number of the officer’s weekly hours of work, and

“B” is the number of weekly hours of work of a full-time officer.

(3) Despite subsections (1) and (2), if the officer is required to provide and wear ordinary clothing as part of his or her duties for less than the entire year but more than 30 days in the year, the amount of the reimbursement to which the officer is entitled is calculated using the formula,

$$\$1,250 \times [(C \times 1.4) \div 8] \div 365$$

in which,

“C” is the number of hours during the year when the officer is required to wear ordinary clothing as part of his or her duties.

(4) Despite subsections (1) and (2), an officer who is required to provide and wear ordinary clothing as part of his or her duties for 30 days or less in a year is not entitled to be reimbursed for expenses incurred to buy the clothing.

(5) An officer who is entitled to be reimbursed under this section shall submit one claim in January for the preceding year and the claim must be accompanied by receipts for all of the expenses claimed.

PART III
BENEFITS —FIXED TERM MCP EMPLOYEES, FULL WORK WEEK

APPLICATION AND INTERPRETATION

72. This Part applies to every public servant appointed under section 32 of the Act for a fixed term who regularly works 36¼ or 40 hours per week in a ministry of the Government of Ontario but it does not apply to,

- (a) a public servant to whom Part IV, V or VI applies;
- (b) a public servant appointed under section 32 of the Act who is within a unit of employees established for collective bargaining under the *Crown Employees Collective Bargaining Act, 1993*;
- (c) a public servant appointed under section 32 of the Act for a fixed term whose duties are similar to those performed by a regular employee within a unit of employees established for collective bargaining under the *Crown Employees Collective Bargaining Act, 1993*;
- (d) a person on a temporary work assignment arranged by the Commission in accordance with its program for providing temporary help;
- (e) a student employed during the student's regular vacation period or on a co-operative educational training program;
- (f) a psychiatrist employed in a professional capacity.

73. In this Part,

“Civic Holiday” means the first Monday in August;

“employee” means a public servant to whom this Part applies by virtue of section 72;

“employer” means the Crown.

HOLIDAYS

74. (1) An employee is entitled to a holiday in each year on each of the following days:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day
13. Any special holiday proclaimed by the Governor General or the Lieutenant Governor.

(2) Special holidays granted during vacation leave of absence shall be computed as part thereof, but no other holidays shall be computed therein

(3) An employee required to work on any holiday specified in subsection (1) is entitled to a compensating day as a holiday in lieu thereof.

(4) When a holiday specified in subsection (1) falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

(5) Subsection (4) does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled weekend work on a regular or recurring basis.

VACATION ENTITLEMENTS

75.(1) An employee is entitled to vacation credits at the rate of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.

(2) An employee who leaves the part of the public service composed of employees appointed under section 32 of the Act prior to the completion of six months service is entitled to vacation pay at the rate of 4 per cent of the earnings of the employee during the period of his or her employment.

(3) An employee who has completed six or more months of continuous service in the public service described in subsection (2) shall be paid for any unused vacation standing to his or her credit at the date he or she ceases to be an employee.

(4) An employee may take vacation leave of absence only to the limit of his or her earned vacation credits, may not take vacation leave of absence during the first six months of employment and his or her accumulated vacation credits shall be reduced by the vacation leave of absence taken.

ATTENDANCE CREDITS AND SICK LEAVE

76.(1) An employee is entitled to an attendance credit of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.

(2) An employee who is unable to attend to his or her duties in the part of the public service composed of employees appointed under section 32 of the Act due to sickness or injury is entitled to leave of absence with pay at the rate of one working

day for each day of accumulated attendance credits and his or her accumulated attendance credits shall be reduced by the leave taken.

(3) Where a person who is an employee is appointed to the part of the public service composed of regular employees, attendance credits accumulated by the person under this Part in respect of the period of time after the date of the coming into force of the short term sickness plan in respect of the position to which the person is appointed as a regular employee cease to stand to the credit of the person.

(4) In this section, "short term sickness plan" means the short term sickness plan described in section 36.

77.(1) After five days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner or of such other person as may be approved by the deputy minister is forwarded to the deputy minister of the ministry, certifying that the employee is unable to attend to his or her official duties.

(2) Despite subsection (1), the deputy minister or a person designated by the deputy minister for the purpose of this section may require an employee to submit the medical certificate required by subsection (1) for a period of absence of less than five days.

BEREAVEMENT LEAVE

78.(1) An employee who otherwise would be at work is entitled,

- (a) in the case of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian, to not more than three days leave of absence with pay; or
- (b) in the case of the death of his or her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, to one day leave of absence with pay.

(2) This section does not apply to an employee represented by the Association of Law Officers of the Crown or by the Crown Attorneys' Association who is in a class of position of Crown Counsel 1, 3 or 4, in respect of a person's death on or after April 5, 2006.

79.(1) This section applies to employees represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who are in a class of position of Crown Counsel 1, 3 or 4.

(2) An employee who would otherwise be at work is entitled to not more than three days' leave of absence with pay in the event of the death on or after April 5, 2006 of

the employee's spouse, parent, step-parent, mother-in-law, father-in-law, child, stepchild, sibling, stepsibling, ward, foster parent or guardian.

(3) An employee who would otherwise be at work is entitled to one day's leave of absence with pay in the event of the death on or after April 5, 2006 of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, stepgrandparent, grandchild or stepgrandchild.

JURY OR WITNESS DUTY LEAVE

80. Where an employee is absent by reason of a summons to serve as a juror or to attend as a witness, the employee may at his or her option,
- (a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness;
 - (b) deduct the period of absence from his or her vacation credits or overtime credits or both and retain any fee he or she receives as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Minister of Finance any fee he or she has received as a juror or as a witness.

PAY IN LIEU OF GROUP INSURANCE

81. (1) Every employee who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 6 per cent of his or her salary as a payment in lieu of group insurance benefits in respect of periods of employment on and after January 1, 2004.

(2) Despite subsection (1), the following employees are not entitled to a cash benefit under this section:

1. A commissioned officer in the Ontario Provincial Police Force below the rank of deputy Commissioner.
2. An employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who is employed in a class of position of Crown Counsel 1, 3 or 4.
3. An employee who is employed in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5.

82. (1) Each of the following employees who complete one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 6 per cent of his or her salary as a payment in lieu of group insurance in respect of periods of employment on and after July 26, 2002 and before April 5, 2006:

1. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association and who is employed in a class of position of Crown Counsel 1, 3 or 4.
2. An employee who is employed in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5.

(2) Despite subsection (1), the following employees are not entitled to a cash benefit under this section:

1. An employee who is employed in a class of position of Crown Counsel 1 or Crown Counsel 1 (Excluded) and who is at any of steps 1 to 8 of the applicable salary schedule established by Order-in-Council for the class of position.
2. An employee who was employed on or before July 25, 2002 in a class of position of Crown Counsel 1, 2, 3, 4 or 5 or Crown Counsel 1, 2, 3 or 4 (Excluded) and,
 - i. who was employed on July 25, 2002 in a class of position of Crown Counsel 2, 3, 4 or 5 or Crown Counsel 2, 3 or 4 (Excluded) and has continued to be so employed since that date but for a break in service of less than 13 weeks, or
 - ii. who was not employed on July 25, 2002 but whose employment in a class of position of Crown Counsel 2, 3, 4 or 5 or Crown Counsel 2, 3 or 4 (Excluded) after July 25, 2002 began on a date less than 13 weeks from the last day of employment before July 25, 2002, and has been continuous since then but for a break in service of less than 13 weeks.
3. An employee who is employed in a class of position of Crown Counsel 2, 3, 4 or 5 or Crown Counsel 2, 3 or 4 (Excluded) as the result of an offer of employment made on or before July 25, 2002 but whose employment commenced after July 25, 2002, and whose employment since commencing the employment has been continuous but for a break in service of less than 13 weeks.

(3) A pregnancy leave or parental leave under the *Employment Standards Act, 2000* is not a break in service for the purposes of paragraphs 2 and 3 of subsection (2).

(4) For the purposes of subparagraph 2 ii of subsection (2), an employee who is employed after July 25, 2002 shall be deemed to have begun employment within 13 weeks from the last date of employment prior to July 25, 2002 where the break in service was the result of a pregnancy leave or parental leave under the *Employment Standards Act, 2000*.

83. Each of the following employees who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 6 per cent of his or her salary as payment in lieu of group insurance in respect of periods of employment on and after April 5, 2006:

1. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association and who is employed in a class of position of Crown Counsel 1 as a result of an offer of employment made before April 5, 2006.

2. An employee who is employed in a class of position of Crown Counsel 1 (Excluded) as a result of an offer of employment made before April 5, 2006.
3. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who is employed in a class of position of Crown Counsel 3 as a result of an offer of employment made on or after July 26, 2002 and before April 5, 2006.
4. An employee who is employed in a class of position of Crown Counsel 3 (Excluded) or Crown Counsel 5 as a result of an offer of employment made on or after July 26, 2002 and before April 5, 2006.

84. Each of the following employees who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 4 per cent of his or her salary as payment in lieu of group insurance in respect of periods of employment on and after April 5, 2006:

1. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association and who is employed in a class of position of Crown Counsel 1 or 3 as a result of an offer of employment made on or after April 5, 2006.
2. An employee who is employed in a class of position of Crown Counsel 1 or 3 (Excluded) or Crown Counsel 5 as a result of an offer of employment made on or after April 5, 2006.

PART IV
BENEFITS — OTHER FIXED TERM MCP EMPLOYEES AND FIXED TERM
EXCLUDED EMPLOYEES

APPLICATION AND INTERPRETATION

85. This Part applies to every public servant appointed under section 32 of the Act for a fixed term other than,

- (a) a public servant to whom Part III, V or VI applies;
- (b) a public servant appointed under section 32 of the Act who is within a unit of employees established for collective bargaining under the *Crown Employees Collective Bargaining Act, 1993*;
- (c) a Summer Experience Program participant;
- (d) a person on a temporary work assignment arranged by the Commission in accordance with its program for providing temporary help;
- (e) a student employed during the student's regular vacation period or on a co-operative educational training program;
- (f) a psychiatrist employed in a professional capacity.

86. (1) In this Part,

“Civic Holiday” means the first Monday in August;

“employee” means a public servant to whom this Part applies by virtue of section 85;

“employer” means the Crown;

“holiday” means,

- 1. New Year's Day,
- 2. Family Day,
- 3. Good Friday,
- 4. Easter Monday,
- 5. Victoria Day,
- 6. Canada Day,
- 7. Civic Holiday,
- 8. Labour Day,
- 9. Thanksgiving Day,
- 10. Remembrance Day,
- 11. Christmas Day,
- 12. Boxing Day, or
- 13. any special holiday proclaimed by the Governor General or the Lieutenant Governor.

(2) Despite the definition of “holiday” in subsection (1), when a holiday falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, “holiday” means the regular working day or days, as the case may be, next following or, if the next following regular working day is also a holiday, the next regular working day thereafter.

(3) Subsection (2) does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled weekend work on a regular or recurring basis.

HOLIDAYS

87. (1) Subject to subsection (2) every employee is entitled as holiday compensation to additional pay equal to 4 per cent of total earnings other than vacation compensation.

(2) An employee other than a Crown Counsel who is in a class of position set out in schedules 3, 4, 5 or 6 and the title of the class indicates that the position is (Excluded) is entitled to the following holiday compensation:

- (a) in respect of work performed prior to January 1, 2009, additional pay equal to 4 per cent of total earnings other than vacation compensation ;
- (b) in respect of work performed on or after January 1, 2009, 4.6 per cent of total earnings other than vacation compensation.

VACATION PAY

88. Every employee is entitled to an additional amount equal to 4 per cent of total earnings as vacation compensation.

ATTENDANCE CREDITS AND SICK LEAVE

89. (1) An employee who regularly works 36¼ or 40 hours per week is entitled to an attendance credit of 1¼ days for each full month in which he or she is at work or on leave of absence with pay.

(2) An employee who is unable to attend to his or her duties in the part of the public service composed of employees appointed under section 32 of the Act due to sickness or injury is entitled to leave of absence with pay at the rate of one working day for each day of accumulated attendance credits and his or her accumulated attendance credits shall be reduced by the leave taken.

(3) Where a person who is an employee is appointed to the part of the public service composed of regular employees, attendance credits accumulated under this Part in respect of the period of time after the date of the coming into force of the short term sickness plan in respect of the position to which the person is appointed as a regular employee cease to stand to the credit of the person.

(4) In this section,
“short term sickness plan” means the plan described in section 36.

90. (1) After five days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner or of such other person as may be approved by the deputy minister is forwarded to the deputy minister of the ministry, certifying that the employee is unable to attend to his or her official duties.

(2) Despite subsection (1), the deputy minister or a person designated by the deputy minister for the purpose of this section may require an employee to submit the medical certificate required by subsection (1) for a period of absence of less than five days.

BEREAVEMENT LEAVE

91. (1) An employee who regularly works more than twenty-four hours per week and who otherwise would be at work is entitled,

1. in the case of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian, to not more than three days leave of absence with pay; or
2. in the case of death of his or her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, to one day of leave of absence with pay.

(2) This section does not apply to an employee represented by the Association of Law Officers of the Crown or by the Crown Attorneys' Association who is in a class of position of Crown Counsel 1, 3 or 4 with respect to a person's death on or after April 5, 2006.

92. (1) This section applies to employees represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who are in a class of position of Crown Counsel 1, 3 or 4.

(2) An employee who regularly works more than 24 hours per week and who would otherwise be at work is entitled to not more than three days' leave of absence with pay in the event of the death on or after April 5, 2006 of the employee's spouse, parent, step-parent, mother-in-law, father-in-law, child, stepchild, sibling, stepsibling, ward, foster parent or guardian.

(3) An employee who regularly works more than 24 hours per week and who would otherwise be at work is entitled to one day's leave of absence with pay in the event of the death on or after April 5, 2006 of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, stepgrandparent, grandchild or stepgrandchild.

JURY OR WITNESS DUTY LEAVE

93. Where an employee is absent by reason of a summons to serve as a juror or to attend as a witness, the employee may at his or her option,
- (a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness; or
 - (b) treat the absence as leave with pay and pay to the Minister of Finance any fee he or she has received as a juror or as a witness.

PAY IN LIEU OF GROUP INSURANCE

94. (1) Each of the following employees who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 6 per cent of his or her salary as a payment in lieu of group insurance benefits in respect of periods of employment on and after January 1, 2004:
1. An employee who regularly works 36 1/4 or 40 hours per week and who is a public servant described in clause 72 (c).
- (2) Despite subsection (1), the following employees are not entitled to a cash benefit under this section:
1. An employee represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who is employed in a class of position of Crown Counsel 1, 3 or 4.
 2. An employee who is employed in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5.
95. (1) Each of the following employees who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 6 per cent of his or her salary as a payment in lieu of group insurance in respect of periods of employment on and after July 26, 2002 and before April 5, 2006:
1. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association and who is employed in a class of position of Crown Counsel 1, 3 or 4.
 2. An employee who is employed in a class of position of Crown Counsel 1, 3 or 4 (Excluded) or Crown Counsel 5.
- (2) Despite subsection (1), the following employees are not entitled to a cash benefit under this section:
1. An employee who is employed in a class of position of Crown Counsel 1 or Crown Counsel 1 (Excluded) and who is at any of steps 1 to 8 of the applicable salary schedule established by Order-in-Council for the class of position.

2. An employee who was employed on or before July 25, 2002 in a class of position of Crown Counsel 1, 2, 3, 4 or 5 or Crown Counsel 1, 2, 3 or 4 (Excluded) and,
 - i. who was employed on July 25, 2002 in a class of position of Crown Counsel 2, 3, 4 or 5 or Crown Counsel 2, 3 or 4 (Excluded) and has continued to be so employed since that date but for a break in service of less than 13 weeks, or
 - ii. who was not employed on July 25, 2002 but whose employment in a class of position of Crown Counsel 2, 3, 4 or 5 or Crown Counsel 2, 3 or 4 (Excluded) after July 25, 2002 began on a date less than 13 weeks from the last day of employment before July 25, 2002, and has been continuous since then but for a break in service of less than 13 weeks.
3. An employee who is employed in a class of position of Crown Counsel 2, 3, 4 or 5 or Crown Counsel 2, 3 or 4 (Excluded) as the result of an offer of employment made on or before July 25, 2002 but whose employment commenced after July 25, 2002, and whose employment since commencing the employment has been continuous but for a break in service of less than 13 weeks.

(3) A pregnancy leave or parental leave under the *Employment Standards Act, 2000* is not a break in service for the purposes of paragraphs 2 and 3 of subsection (2).

(4) For the purposes of subparagraph 2 ii of subsection (2), an employee who is employed after July 25, 2002 shall be deemed to have begun employment within 13 weeks from the last date of employment prior to July 25, 2002 where the break in service was the result of a pregnancy leave or parental leave under the *Employment Standards Act, 2000*.

96. Each of the following employees who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 6 per cent of his or her salary as payment in lieu of group insurance in respect of periods of employment on and after April 5, 2006:
1. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association and who is employed in a class of position of Crown Counsel 1 as a result of an offer of employment made before April 5, 2006.
 2. An employee who is employed in a class of position of Crown Counsel 1 (Excluded) as a result of an offer of employment made before April 5, 2006.
 3. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association who is employed

in a class of position of Crown Counsel 3 as a result of an offer of employment made on or after July 26, 2002 and before April 5, 2006.

4. An employee who is employed in a class of position of Crown Counsel 3 (Excluded) or Crown Counsel 5 as a result of an offer of employment made on or after July 26, 2002 and before April 5, 2006.

97. Each of the following employees who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 4 per cent of his or her salary as payment in lieu of group insurance in respect of periods of employment on and after April 5, 2006:

1. An employee who is represented by the Association of Law Officers of the Crown or by the Ontario Crown Attorneys' Association and who is employed in a class of position of Crown Counsel 1 or 3 as a result of an offer of employment made on or after April 5, 2006.
2. An employee who is employed in a class of position of Crown Counsel 1 or 3 (Excluded) or Crown Counsel 5 as a result of an offer of employment made on or after April 5, 2006.

PART V BENEFITS —FIXED TERM SMG EMPLOYEES

APPLICATION AND INTERPRETATION

98. This Part applies to every public servant appointed under section 32 of the Act for a fixed term who is a member of the Senior Management Group and who is not a regular employee or an employee to whom Part VI applies.

99. In this part,
“employee” means a fixed term employee to whom this Part applies by virtue of section 98.

HOLIDAYS

100. (1) An employee is entitled to a holiday in each year on each of the holidays listed in subsection 32 (1).

(2) Special holidays granted during vacation leave of absence shall be computed as part thereof, but no other holidays shall be computed therein

(3) An employee required to work on any holiday specified in subsection (1) is entitled to a compensating day as a holiday in lieu thereof.

(4) When a holiday specified in subsection (1) falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be,

in lieu thereof, but when such next following regular working day is also a holiday, the next regular working day thereafter is in lieu thereof a holiday.

(5) Subsection (4) does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled weekend work on a regular or recurring basis.

VACATION ENTITLEMENTS

101. (1) An employee is entitled to vacation credits at the rate of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.

(2) An employee who leaves the part of the public service composed of employees appointed under section 32 of the Act prior to the completion of six months service is entitled to vacation pay at the rate of 4 per cent of the earnings of the employee during the period of his or her employment.

(3) An employee who has completed six or more months of continuous service in the public service described in subsection (2) shall be paid for any unused vacation standing to his or her credit at the date he or she ceases to be an employee.

(4) An employee may take vacation leave of absence only to the limit of his or her earned vacation credits, may not take vacation leave of absence during the first six months of employment and his or her accumulated vacation credits shall be reduced by the vacation leave of absence taken.

ATTENDANCE CREDITS AND SICK LEAVE

102. (1) An employee is entitled to an attendance credit of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.

(2) An employee who is unable to attend to his or her duties in the part of the public service composed of employees appointed under section 32 of the Act due to sickness or injury is entitled to leave of absence with pay at the rate of one working day for each day of accumulated attendance credits and his or her accumulated attendance credits shall be reduced by the leave taken.

(3) Where a person who is an employee is appointed to the part of the public service composed of regular employees, attendance credits accumulated by the person under this Part cease to stand to the credit of the person.

103. (1) After five days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner or of such other

person as may be approved by the deputy minister is forwarded to the deputy minister of the ministry, certifying that the employee is unable to attend to his or her official duties.

(2) Despite subsection (1), the deputy minister or a person designated by the deputy minister for the purpose of this section may require an employee to submit the medical certificate required by subsection (1) for a period of absence of less than five days.

BEREAVEMENT LEAVE

104. An employee who otherwise would be at work is entitled,
- (a) in the case of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian, to not more than three days leave of absence with pay; or
 - (b) in the case of the death of his or her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, to one day leave of absence with pay.

JURY OR WITNESS DUTY LEAVE

105. Where an employee is absent by reason of a summons to serve as a juror or to attend as a witness, the employee may at his or her option,
- (a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness;
 - (b) deduct the period of absence from his or her vacation credits or overtime credits or both and retain any fee he or she receives as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Minister of Finance any fee he or she has received as a juror or as a witness.

PAY IN LIEU OF GROUP INSURANCE

106. (1) Every full-time employee who completes one month as an employee to whom this Part applies is entitled to an annual cash benefit equal to 6 per cent of his or her salary as a payment in lieu of group insurance benefits.
- (2) The cash benefit described in subsection (1) is payable in respect of any period of employment under an employment contract that is entered into or renewed on or after January 19, 2004.
- (3) With the consent of his or her supervisor, an employee may elect to receive the group insurance benefits described in sections 107 to 115 instead of receiving the annual cash benefit described in subsection (1).

(4) The employee is required to make the election in writing when he or she enters into or renews the contract of employment and the election is irrevocable during the term of the contract.

GROUP INSURANCE PLANS

107. The group insurance benefits described in sections 108 to 115 apply only in respect of employees who made the election described in subsection 106 (3) in accordance with subsection 106 (4).

108. (1) The Crown may enter into agreements with insurance underwriters for the purpose of providing the following group insurance coverages for employees:

1. A Basic Life Insurance Plan.
2. A Supplementary Life Insurance Plan.
3. A Dependents' Life Insurance Plan.
4. A Long-Term Income Protection Plan.
5. A Supplementary Health and Hospital Insurance Plan.
6. A Dental Insurance Plan.
7. A Basic Accidental Death and Dismemberment Plan.
8. A Supplementary Accidental Death and Dismemberment Plan.
9. A Critical Illness Insurance Plan.

(2) The group insurance coverage referred to in subsection (1) shall not be provided for an employee during a leave of absence without pay except to the extent that the employee arranges through the payroll or personnel branch of his or her ministry to pay the amount of the full premium for any of the coverages that the employee chooses to have continued during the leave and pays the amount at least one week before the first of each month of the leave of absence.

(3) Within a reasonable time after granting a leave of absence without pay to an employee, the employer shall inform the employee that group insurance coverages during the leave of absence will continue only in accordance with subsection (2).

(4) Except as stated in this Part, the benefits provided to employees under the group insurance coverages shall be those set out in the agreements made with the insurance underwriters.

(5) Each of sections 109 to 118 applies only where the Crown has entered into an agreement with an underwriter to provide the type of group insurance coverage referred to in that section.

109. (1) The Basic Life Insurance Plan shall provide life insurance coverage equal to 100 per cent of the annual salary of every employee, and such coverage shall not be less than \$10,000 for a full-time employee and \$5,000 for a part-time employee.

(2) The premium for the Basic Life Insurance Plan coverage shall be paid by the employer.

110. (1) The Supplementary Life Insurance Plan shall provide additional group life insurance coverage equal to the annual salary, twice the annual salary or three times the annual salary, at the choice of the employee, for those employees who choose to participate in the Plan.

(2) An employee who participates in the Supplementary Life Insurance Plan shall pay the premium for his or her insurance coverage in the Plan.

111. (1) The Dependents' Life Insurance Plan shall provide, in respect of each employee who chooses to participate in the Plan, life insurance coverage chosen by the employee as follows:

1. A multiple of \$10,000 to a maximum of \$200,000 for the spouse of the employee.
2. \$1,000, \$5,000, \$7,500 or \$10,000 for each child of the employee.
3. If the employee chooses to insure any of his or her children in an amount set out in paragraph 2, the employee shall insure all of his or her children in the same amount.

(2) In this section,
"child" means,

- (a) an unmarried child who is under 21 years of age,
- (b) a child who is 21 years of age or older but not yet 25 years of age and in full time attendance at an educational institution or on vacation therefrom,
or
- (c) a child who is 21 years of age or older and who is mentally or physically infirm and dependent on the employee.

(3) An employee who participates in the Dependents' Life Insurance Plan shall pay the premiums for the insurance coverage provided to the employee in the Plan.

112. (1) The Long-Term Income Protection Plan shall provide the benefit described in subsection (4) to an employee who participates in the Plan and who is totally disabled, is under the care of or is receiving treatment from a legally qualified medical practitioner and is not, except for the purpose of rehabilitation, engaged in any occupation or employment for which he or she receives a wage or profit.

(2) For the purposes of this section, an employee is totally disabled if, during the qualifying period and during the period in respect of which benefits may be paid, the employee is continuously unable, as a result of sickness or injury, to perform the essential duties of the employee's normal occupation.

(3) The employee is entitled to receive the benefit beginning immediately after a qualifying period of six continuous months of total disability and continuing until the earliest of,

- (a) 24 months after the employee becomes entitled to receive the benefit;
- (b) termination of the total disability;
- (c) death;
- (d) the end of the month in which the employee reaches 65 years of age; or
- (e) the expiry of his or her appointment.

(4) The amount of the annual benefit payable during a calendar year (the “payment year”) to an employee is calculated using the formula,

$$A - (B + C)$$

in which,

“A” is,

- (a) for the first payment year in which the benefit is paid, 66⅔ per cent of the employee’s regular salary immediately before the beginning of the qualifying period,
- (b) for each subsequent payment year, the amount of “A” for the previous year, increased by the average annual increase, expressed as a percentage, in the Ontario Consumer Price Index as published by Statistics Canada in January of the payment year, to a maximum of 2 per cent,

“B” is the total amount of the other disability and retirement benefits, if any, payable for the year to the employee under any other plans to which the employee contributes, other than payments under the *Workplace Safety and Insurance Act, 1997* for an unrelated disability, and

“C” is 50 per cent of any rehabilitation earnings of the employee for the year.

(5) The employer shall pay 85 per cent of the premium costs for every employee who participates in the Long-Term Income Protection Plan and the employee shall pay the balance of the premium costs through payroll deduction.

(6) In this section,

“rehabilitation earnings” means earnings for employment following directly after a period of total disability during which the employee is not fully recovered from the disability;

“total disability” means, with respect to an employee, a disability that renders the employee totally disabled as described in subsection (2).

113. Where the employer is paying all or part of the premiums for an employee who participates in one or more of the plans referred to in subsection 108 (1) and the employee receives benefits under the Long-Term Income Protection Plan, the employer shall continue the premium payments for the period in respect of which the employee is receiving the benefits.

114. (1) Subject to subsection (2), the Supplementary Health and Hospital Insurance Plan shall provide to every employee who joins the Plan,

- (a) reimbursement for 90 per cent of the cost of drugs and medicine listed in the *Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialties* and dispensed by a legally qualified medical practitioner or by a pharmacist as defined in subsection 117 (1) of the *Drug and Pharmacies Regulation Act* on the written prescription of a legally qualified medical practitioner;
 - (b) reimbursement for charges for private or semi-private room hospital care made by a hospital within the meaning of the *Public Hospitals Act* or by a hospital that is licensed or approved by the governing body in the jurisdiction in which the hospital is located not exceeding,
 - i. \$75 more than the charge by the hospital for standard ward room hospital care, for private or semi-private hospital room care received on or after January 19, 2004 but before April 1, 2004, and
 - ii. \$130 more than the charge by the hospital for standard ward room hospital care, for private or semi-private hospital room care received on and after April 1, 2004; and
 - (c) such other health and hospital expenses as result from treatment and services recommended or approved by a legally qualified medical practitioner as may be provided by the Plan.
- (2) The following conditions and restrictions apply with respect to the benefits described in subsection (1):
- 1. The maximum amount of the reimbursement for a drug or medicine (excluding the dispensing fee) is the reasonable and customary cost of the generic form of the drug or medicine.
 - 2. The maximum amount of the reimbursement for the dispensing fee for drugs and medicine is \$8 for each prescription.
 - 3. The employee is not entitled to be reimbursed for drugs or medicine that is available without a prescription.
 - 4. No benefits are payable for expenses incurred outside Canada.
 - 5. The employee is not entitled to be reimbursed for more than one pair of orthotics per person in a calendar year and the maximum amount of the reimbursement for a pair of orthotics is \$500.
 - 6. The employee is not entitled to be reimbursed for more than 75 per cent of the cost of one pair of orthopaedic shoes per person in a calendar year and the maximum amount of the reimbursement for a pair of orthopaedic shoes is \$500.
- (3) The employer shall pay,
- (a) the premiums for every full-time employee who joins the Supplementary Health and Hospital Insurance Plan; and
 - (b) 40, 50, 60, 70 or 80 per cent of the premiums for every part-time employee who joins the Supplementary Health and Hospital Insurance Plan, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment, and the employee shall pay the balance of the premium through payroll deduction.

(4) An employee who has made the election described in subsection 106 (3) may elect to participate in the Supplementary Health and Hospital Insurance Plan,

- (a) when he or she makes the election described in subsection 106 (3);
- (b) in December of any year, for coverage commencing on January 1 next following, if the employee has satisfied the waiting period of the Plan and the employee,
 - (i) did not join the Plan on appointment, or
 - (ii) previously opted out of the Plan; or
- (c) on providing evidence that similar coverage available to the employee under the plan of another person has been terminated, for coverage commencing on the 1st day of the month coinciding with or following the presentation of the evidence.

(5) An employee may elect in December of any year to opt out of the Supplementary Health and Hospital Insurance Plan and coverage shall cease at the end of that month.

(6) The Supplementary Health and Hospital Insurance Plan shall provide the cost of vision care to a maximum of the following amount, to every employee who elects to participate in the Plan's additional coverage for vision care and hearing aids:

1. \$300 per person every 24 months for vision care provided on or after April 1, 2004 but before June 1, 2007.
2. \$340 per person every 24 months for vision care, including one eye examination, provided on and after June 1 2007.

(7) The Supplementary Health and Hospital Insurance Plan shall provide the cost of the purchase and repair of a hearing aid (other than the replacement of a battery) to the following maximum to every employee who elects to participate in the Plan's additional coverage for vision care and hearing aids:

1. A lifetime maximum of \$200 per person for the cost of purchasing or repairing a hearing aid incurred on or after January 19, 2004 but before April 1, 2004.
2. A maximum of \$2,500 per person every five years for the cost of purchasing or repairing a hearing aid incurred on or after April 1, 2004.

(8) The additional coverage described in subsections (6) and (7) is subject to the following deductible amount:

1. \$10 for each calendar year for an employee with single coverage.
2. \$10 per person for each calendar year to a maximum of \$20 for an employee with family coverage.

(9) For the additional coverage described in subsection (6), the employer shall pay the following percentage of the premiums for each participating employee and the employee shall pay the balance of the premium costs through payroll deduction:

1. For premiums payable on or after January 19, 2004 but before April 1, 2004, 60 per cent.
2. For premiums payable on or after April 1, 2004, 80 per cent.

(10) For the additional coverage described in subsection (7), the employer shall pay 60 per cent of the premiums for each participating employee and the employee shall pay the balance of the premium costs through payroll deduction.

(11) In this section,

“optometrist” means a member of the College of Optometrists of Ontario;

“physician” means a member of the College of Physicians and Surgeons of Ontario;

“vision care” means eyeglasses, frames and lenses for eyeglasses and contact lenses prescribed by a physician or an optometrist, and includes the fitting of such eyeglasses, frames, lenses and contact lenses, but does not include eyeglasses for cosmetic purposes or sunglasses.

115. (1) Subject to subsection (2), the Dental Insurance Plan shall reimburse every employee who elects to participate in the Plan for the following expenses and the reimbursement is in the following amount:

1. Eighty-five per cent of the cost of basic dental services, endodontic services, periodontic services and repair or maintenance services for existing dentures or bridges specified by the Plan, but not to exceed 85 per cent of the fees set out in the Ontario Dental Association schedule of fees for general practitioners in effect when the expense is incurred.
2. Fifty per cent of the cost of new dentures specified by the Plan, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$3,000 per person is the maximum reimbursement under this paragraph in respect of an employee, the employee’s spouse and each dependent child of the employee.
3. Fifty per cent of the cost of orthodontic services specified by the Plan and provided to unmarried dependent children of the employee who are more than six years old and less than 19 years old, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$3,000 is the maximum reimbursement under this paragraph in respect of each dependent child of the employee.
4. Fifty per cent of the cost of crowns, bridgework and other major restorative services specified by the Plan, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$2,000 per person per year is the maximum reimbursement under this paragraph in respect of an employee, the employee’s spouse and each dependent child of the employee.

(2) The following conditions and restrictions apply with respect to the benefits described in subsection (1):

1. Coverage under the Plan for an individual or family is subject to a \$100 deductible amount each year.
2. The employee is not entitled to be reimbursed for more than one recall examination by a dentist every nine months for an individual over 12 years old and every six months for a younger individual.

(3) The employer shall pay,

- (a) the premiums for every full-time employee who joins the Dental Insurance Plan; and
- (b) 40, 50, 60, 70 or 80 per cent of the premiums of the Dental Insurance Plan for every part-time employee who joins the Plan, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment and the employee shall pay the balance through payroll deduction.

(4) An employee who has made the election described in subsection 106 (3) may elect to participate in the Dental Insurance Plan,

- (a) when he or she makes the election described in subsection 106 (3);
- (b) in December of any year for coverage commencing on January 1 next following, if the employee has satisfied the waiting period of the Plan and the employee,
 - (i) did not join the Plan on appointment, or
 - (ii) previously opted out of the Plan; or
- (c) on providing evidence that similar coverage available to the employee under the plan of another person has been terminated, for coverage commencing on the 1st day of the month coinciding with or next following the presentation of the evidence.

(5) An employee may elect in December of any year to opt out of the Dental Insurance Plan and coverage shall cease at the end of that month.

116. (1) The Basic Accidental Death and Dismemberment Insurance Plan shall provide accidental death and dismemberment insurance coverage of up to \$50,000 in the case of a full-time employee and up to \$25,000 in the case of a part-time employee.

(2) The premium for the Basic Accidental Death and Dismemberment Insurance Plan shall be paid by the employer.

117. (1) The Supplementary Accidental Death and Dismemberment Plan shall provide additional accidental death and dismemberment insurance coverage in such amounts as are specified in the Plan for those employees who choose to participate in the Plan.

(2) An employee who participates in the Supplementary Accidental Death and Dismemberment Plan shall pay the premium for his or her participation.

118. (1) The Critical Illness Insurance Plan shall provide critical illness insurance coverage in such amounts as are specified in the Plan for those employees who choose to participate in the Plan.

(2) An employee who participates in the Critical Illness Insurance Plan shall pay the premium for his or her participation.

PART VI
TERM CLASSIFIED FIXED TERM EMPLOYEES

119. (1) This Part applies to every term classified employee.
120. In this Part,
“employee” and “term classified employee” mean a term classified fixed term employee.
121. The provisions of Parts I and II of this Directive applicable to all employees appointed under section 32 of the Act and to regular employees only, apply to term classified employees subject to the modifications set out in this Part, and the provisions of Parts I and II applicable only to fixed term employees do not apply to term classified employees.
122. The following do not apply to term classified employees:
- (a) the provisions of Parts III, IV and V of this directive, and
 - (b) sections 28, 43(1) – 43(8), 48, 53(2), 60 – 68.
123. Despite subsection 43(15), the entitlement of a term classified employee to be reinstated ceases when his or her appointment as a term classified employee expires.
124. The benefits provided for term classified employees under each group insurance coverage in sections 50 to 59 do not have to be the same as the benefits provided for other employees.
125. (1) For the purposes of section 53, a term classified employee is totally disabled if, during the qualifying period and during the period in respect of which benefits may be paid, the employee is continuously, as a result of sickness or injury, to perform the essential duties of the employee’s normal occupation.
- (2) “total disability” means, with respect to an employee, a disability that renders the employee totally disabled as described in subsection (1).
126. Despite subsection 53(3), the benefit for a term classified employee continues until the earliest of,
- (a) 24 months after the employee becomes entitled to receive the benefit;
 - (b) termination of the total disability;
 - (c) death;
 - (d) the end of the month in which the employee reaches 65 years of age; or
 - (e) the expiry his or her appointment as a term classified employee.

127. The Supplementary Health and Hospital Insurance Plan shall provide the benefits described in subsection 55(1) to every term classified employee who joins the Plan, subject to the following conditions and restrictions:

1. The maximum amount of the reimbursement for a drug or medicine (excluding the dispensing fee) is the reasonable and customary cost of the generic form of the drug or medicine.
2. The maximum amount of the reimbursement for the dispensing fee for the drugs and medicine is \$8 for each prescription.
3. The employee is not entitled to be reimbursed for drugs or medicine that is available without prescription.
4. No benefits are payable for expenses incurred outside Canada
5. The employee is not entitled to be reimbursed for more than one pair of orthotics per person in a calendar year and the maximum amount of the reimbursement of a pair of orthotics is \$500.
6. The employee is not entitled to be reimbursed for more than 75 per cent of the cost of one pair of orthopaedic shoes per person in a calendar year and the maximum amount of the reimbursement for a pair of orthopaedic shoes is \$500.

128. The Dental Insurance Plan shall reimburse every term classified employee who elects to participate in the Plan for the expenses, and in the amount, described in paragraphs 1, 2 and 4 of subsection 56(1) subject to the following conditions and restrictions:

1. Coverage under the Plan for an individual or family is subject to a \$100 deductible amount each year
2. The employee is not entitled to be reimbursed for more than one recall examination by a dentist every nine months for an individual over 12 years old and every six months for a younger individual.

SCHEDULE 1

PART 1

INTERPRETATION

1. In this Schedule,
“Management Compensation Plan” means the classifications of positions of persons employed by the Crown in managerial, administrative, professional, technical, clerical, operational or confidential capacities other than the classifications of positions of persons in,
 - (a) units of employees established for collective bargaining under the *Crown Employees Collective Bargaining Act, 1993*,
 - (b) the Senior Management Group;

“Senior Management Group” means the classes of positions of persons employed by the Crown in senior management capacities and classified as positions within the Senior Management Group on or after the 1st day of January, 1991.

Part II

For Each Ministry Including Agencies, Boards and Commissions Reporting to the Ministry

1. Positions that are classified as being within the Senior Management Group.
2. Positions of persons who are members of the legal profession entitled to practise in Ontario, employed in a professional capacity by the Crown in positions whose classifications come within the Management Compensation Plan.
3. Branch directors.
4. Hospital administrators.

Part III

The positions of Crown employees located outside Ontario on behalf of the following ministries:

Ministry of Agriculture and Food
Ministry of Industry, Trade and Technology
Ministry of Intergovernmental Affairs
Ministry of Tourism and Recreation

SCHEDULE 3

Classifications in Schedule 3

Accident Claims Supervisor 1, 2
Accommodation Officer 1, 2, 3
Accommodation Officer 1, 2, 3 (Excluded)
Air Quality Analyst
Architectural Job Captain 3
Archivist 1, 2, 3
Artifacts Officer
Audiologist

Boiler Inspector
Building Caretaker 6

Cartographer 1, 2, 3, 4
Cartographic Technician 1, 2, 3
Cartographic Technologist
Case Worker, Homes for Special Care
Case Worker, Mental Health and Social Services
Caseworker, Outpatient and Community Services
Classifier 1, 2, Board of Censors
Clerical Services (BU) CCL 08, 09, 10, 11, 12,13,14, 15
Commercial Artist 1, 2
Communications Technician 3
Construction Cost Analyst 1, 2
Construction Program Analyst
Construction Superintendent 1, 2, 3
Contract Review Officer
Court Reporter 1, 2, 3
Court Reporter Apprentice

Data Processing Technician 1, 2, 3, 4, 5, 6, 7
Data Processing Technician 2, 3, 4, 5, 6, 7 (Excluded)
Dental Assistant
Dental Assistant A
Dental Hygienist
Deputy 1, 2, Administration of Justice
Deputy Senior 1, Administration of Justice
Designer 1, 2
Dietician 1
District Engineering Services Officer
Drafter 1, 2, 3
Drafter Tracer
Drafting, Design & Estimating (BU) TDD13

Classifications in Schedule 3

Driver Examination Supervisor
Driver Examiner
Driver Examiner (Probationary)

E.E.G. Technician 1, 2, 3
Elevator Inspector 1, 3
Engineering Officer 1, 2
Engineering Services Officer 2, 3
Environmental Officer 1, 2, 3, 4, 5, 6
Estate Assessor 1, 2
Estimator and Quantity Surveyor 1, 2
Exhibition Designer 1, 2

Farm Products Inspector 1, 2
Field Worker 1, 2, Homes for Special Care
Fire College Instructor
Fire Safety Officer 3
Fire Safety Officer 3 (Excluded)
Fire Services Adviser 2
Food Services 10OFS
Fire Services Investigator 2
Forensic Analyst 1, 2, 3

Geodetic Control Analyst
Geologist Assistant 2, 3
Gunsmith 1, 2

Health Care Scientific Support TSS12, TSS15
Highways Assistant Communications Supervisor
Home Economics Assistant 1, 2

Indian Development Officer
Inspector of Signs and Buildings Permits 2
Inspector of Surveys 2
Instructor 1, 2, Ontario Fire College
Instrument Repairer 1, 2
Instrument Repairer, Foreman/woman
Insurance Representative
Interior Designer 1, 2
Interior Designer, Trainee
Investigative Social Worker, Official Guardian
Investigator of Estates

Junior Commercial Artist
Junior Drafter

Classifications in Schedule 3

Laboratory Attendant 1, 2
Language and Citizenship Training Specialist 1
Leased Facilities Coordinator
Legislative Assistant Editor
Librarian 1, 2, 3, 4
Library Technician 1, 2, 3, 4

Maintenance/Construction Inspector
Maintenance Operations Analyst
Maintenance Superintendent 1, 2
Mechanical/Electrical Building Systems Specialist
Mine Rescue Officer 1, 2
Monitoring Site and Equipment Technician

Nurse 1, 2, Clinic
Nurse 1, 2, 3, Public Health
Nutritionist 1

Occupational Health and Safety Inspector
Occupational Hygienist
Occupational Therapist 1, 2, 3
Office Administration 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Office Administration 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 (Excluded)
Office Administration 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13
(OPPA Excluded)
Office Equipment Operation (BU) CEQ10, 11, 12, 13
Operational (BU) OST16
Operator 1, 2, 3, Bindery Equipment
Operator 1, 2, 3, 4, Microfilm
Operator 1, 2, 3, 4, Offset Equipment
Operator 1, 2, 3, Whiteprint Equipment
Operator 4, X-Ray Unit
Organizer 2, X-Ray Surveys

Parental Support Worker
Personality Valuator 1
Pesticides and Terrestrial Effects Officer
Pesticide Control Officer 1, 2, 3
Petroleum Resources Sample Storage Technician
Pharmacist - Staff
Pharmacy Technician 1, 2
Photogrammetrist 1, 2, 3, 4
Platemaker 1, 2
Printing (BU) OPR10, 12,

Classifications in Schedule 3

Printing Estimator
Psychologist 1
Psychologist Inpatient/Outpatient
Psychometrist 1, 2
Purchasing Agent
Purchasing Officer 1, 2, 3
Purchasing Officer 1, 2, 3 (Excluded)

Radio Telecommunications Analyst
Radiochemist
Records Officer Junior
Records Officer Junior (Excluded)
Records Officer 1, 2
Records Officer 1, 2 (Excluded)
Regional Special Services Officer
Rehabilitation Employment Officer
Rehabilitation Officer 1, 2, Correctional Services
Rehabilitation Officer 1, 2, Health
Remote Sensing Technician, Transportation
Research Officer 1, 2(a), 2(b), Transportation and Communications
Returning Officer, Ontario Labour Relations Board
Review Officer
Review Supervisor 2
Roofing Specialist

Safety Instruction Officer 1, 2
Safety Instruction Officer 2 (Excluded)
Schedule Co-ordinator 1, 2, 3
Scientific Support (BU) TSS15
Scientist 1, 2, 3
Senior Accommodation Designer
Senior Structural Drafter
Senior Operational Policy Officer
Senior Transportation Design Technician
Senior Usher and Messenger
Service Areas Inspector
Services Officer 1 (Bargaining Unit)
Services Supervisor 2
Sheriff's Officer 1, 2, 2A
Skills & Trade (BU) OST16
Social Work Assistant
Social Work Supervisor 1, 2 (Bargaining Unit)
Social Worker 1, 2
Special Consultant, Patients Under a Warrant of the Lieutenant Governor
Specification Officer 1, 2, 3

Classifications in Schedule 3

Speech Therapist
Staff Training Officer, Community and Social Services (Bargaining Unit)
Standards Officer 1, 2, Industrial Training
Standards Officer 1, 2, Industrial Training (Excluded)
Steam Plant Chief 2
Structural Technician
Supervisor of Operations (Bargaining Unit)

Technician 1, 2, 3, 4, 5, Chemical Laboratory
Technician 3, 4, Construction
Technician 1, 2, Engineering Office
Technician 3, 4, Engineering Survey
Technician 1, 2, 3, Fuel
Technician 3, Legal Survey
Technician 1, 2, Municipal Engineering
Technician 1, 2, 3, 4, Photographic
Technician 1, 2, 3, 4, 5, Physical Laboratory
Technician 1, 2, 3, 4, 5, Radiation
Technician 1, 2, 3, 4, Road Design
Technician 1(A), 1(B), X-Ray
Technician X-Ray, Supervisor
Technologist 1, 2, 3, 4, Chemical Laboratory
Technologist 1, 2, 3, Medical Laboratory
Telephone Services Officer
Traffic Analyst 1, 2, 3, 4, 5
Traffic Operations Analyst
Traffic Signing Drafter
Translator 1, 2, 3
Transportation Compliance Program Administrator
Transportation Design Technician
Transportation Enforcement Investigator
Transportation Enforcement Officer 1, 2, 3
Transportation Environmental Planner
Travel Counsellor 1, 2, 3

Usher and Messenger

Vehicle Inspection Administrator
Vocational Rehabilitation Services Counsellor

Welfare Field Worker 1, 2
Welfare Field Worker (Probationary)

13, 14, 15 General Administration
14, 18 Financial Administration

Classifications in Schedule 3

15, 16 Chaplain

16, 17, 18 Social Work

18, 19 Social Program

16, 17 Pharmacy

17, 18, 19 Program Analysis

17 Purchasing and Supply

SCHEDULE 4

Classifications in Schedule 4

Agricultural Support (BU) OAG11
Agricultural Technician 1, 2, 3
Agricultural Worker 1, 2, 3
Air Engineer 1, 2, 3
Ambulance Communications Officer 1, 2
Ambulance Officer 2
Arboriculturist 1
Artisan 1, 2, 3, 4
Attendant 1, 2, 3, 4, Oak Ridge
Audiological Services Technician
Audiological Services Technician (Prov Schools)

Baker 1, 2
Bookbinder 1, 2
Bridge Operator
Building Caretaker 1, 2
Building Cleaner and Helper 3 (Bargaining Unit)
Building Systems Operator
Butcher 1

Cable Ferry Operator 1, 2
Cannery Supply Officer
Cannery Supply Officer, Group Leader
Canteen Operator 1, 2
Chief Steward
Child Care Assistant 1, 2
Child Care Worker 1, 2, 3,
City Crew Officer
Cleaner 1, 2, 3
Cleaner, Office Buildings
Clerk 1, 2, 3, 4, 5, 6, Supply
Clerk 7, Supply (Bargaining Unit)
Communications Operator 1, 2, 3
Communications Technician 1, 2
Constable
Constable (Probationary)
Construction Inspector
Cook 1, 2
Cook 3 (Bargaining Unit)
Correctional Officer 1, 2, 3
Correctional Locksmith
Counsellor 1, 2, 3 Residential Life

Classifications in Schedule 4

Deckhand

Developmental Services Worker, Training-on-the-Job Program
District Stockroom and Warehouse Clerk

Electronics Repairer

Electronics Technician

Electronics Technician 1, 2, Government Services

Elevator Attendant

Elevator Mechanic 1, 2, 3

Engineering & Surveying Support (BU) TEN13, 14, 15

Equipment Spray Painter

Exhibit Fabricator 1, 2, 3

Ferry Mate

Fire Safety Officer 1, 2

Fire Safety Officer 1, 2 (Excluded)

Fire Services Adviser 1

Fire Services Investigator 1

Food Services (10OFS)

Garage Attendant

Garage Attendant Supervisor

General Operational (10, 11OGN)

Grounds/Maintenance Worker

Hairdresser

Hairdresser Instructor

Head Cook

Head Nurse, Outpatient Clinics

Helper, Food Service

Highway Construction Inspector 1, 2, 3

Highway Equipment Operator 1, 2, 3, 4

Highway Equipment Supervisor 1

Highway General Foreman/woman 1

Highway Labour Foreman/woman

Hospital Attendant 1

Hospital Housekeeper 1, 2 (Bargaining Unit)

Indoor Plant Specialist

Industrial Officer 1, 2, 3

Inspector of Weighers and Checkers 1, 2

Institutional Care (11OIN, 12OIN, 13OIN)

Instructor 1, 2, 3, 4 (Occupational)

Classifications in Schedule 4

Instructor 1, 2, 3(a), Recreation and Crafts

Landscape Worker

Laundry Worker 1, 2, 3, 4, 5

Law Enforcement – OPP

Leisure/Life Skills Instructor

Lineman/woman

Maintenance Bricklayer

Maintenance Carpenter

Maintenance Carpenter, Foreman/woman

Maintenance Carpenter/Inspector

Maintenance Electrician

Maintenance Electrician, Foreman/woman

Maintenance Electrician/Contract Inspector

Maintenance Foreman/woman

Maintenance Machinist

Maintenance Machinist, Foreman/woman

Maintenance Mason

Maintenance Mechanic 1, 2, 3

Maintenance Mechanic 3A

Maintenance Painter and Decorator

Maintenance Painter and Decorator, Foreman/woman

Maintenance Plasterer

Maintenance Plasterer, Foreman/woman

Maintenance Plumber

Maintenance Plumber, Foreman/woman

Maintenance Refrigeration Mechanic

Maintenance Refrigeration Mechanic, Foreman/woman

Maintenance Sheet Metal Worker

Maintenance Steamfitter

Maintenance Welder

Manual Worker

Marine Engineer 1, 2

Meat Inspector 1

Mechanic 1, 2

Mechanic, Foreman/woman

Medical Assistant 1, 2, 3

Mill Worker 1, 2

Motor Vehicle Operator 1, 2

Nurse 1, 2, 3, General

Nurse 1, 2, 3, Nursing Education

Nurse, Outpatient Clinics

Classifications in Schedule 4

Nurse 2, 3, Special Schools

Observation and Detention Home Worker 1, 2, 3
Operational (BU) OST12, 13, 14, 15

Paramedic 1, 2 Land
Paramedic 2, Air
Parking Attendant
Parking Control Officer
Powderman/woman
Provincial Bailiff 1, 2
Psychiatric Nursing Assistant 1, 2, 3, 4
Purchasing & Supply (BU) APS13

Quality Assurance Inspector

Radio and T.V. Repairer
Radio Operator 1, 2, 3
Recreation Officer 1, 2, Correctional Services
Recreation Officer 3, Correctional Services (Bargaining Unit)
Regional Administrator of Weighing Operations
Residential Health Nurse, Facility for the Developmentally Handicapped
Residence Supervisor 1
Resource Technician 1, 2, 3
Resource Technician 4, Conservation Officer
Resources, Technical (BU) TRT12

Senior Bridge Operator
Senior Marine Engineer 1, 2
Senior Technician Survey
Senior Technician, Transportation Construction
Security Officer 1, 2, 3, 4
Sergeant Major
Sergeant, Ontario Provincial Police
Sewer 1, 2
Shipper
Shipper Receiver
Shipper Receiver, Stockroom Clerk
Sign Painter
Sign Painter, Foreman/woman
Sign Painter, Helper
Sign Painter, Improver
Skills & Trade (BU) OST 12, 13, 14, 15
Staff Sergeant, Ontario Provincial Police

Classifications in Schedule 4

Steam Plant Engineer I, 2, 3
Steam Plant Engineer/Officer
Steam Plant Technician I, 2
Stockkeeper, Distribution Center
Stores/Forms Co-ordinator
Stores/Reproduction Clerk
Steward
Supervisor 1, Food Service (Bargaining Unit)
Supervisor of Juveniles 1, 2

Tailor
Technician 1, 2, Construction
Technician 1, Engineering Survey
Technician 2, Engineering Survey (Bargaining Unit)
Technician Equipment Development
Technician 1, 2, 3, 4, 5, Field
Technician 1, 2, Legal Survey
Technician I, 2, 3, Survey
Technician 1, 2, 3, 4, Traffic
Technician, Transportation Construction
Telephone Installer 1, 2, 3
Thermal Operator 1, 2, 3, 4
Trade Instructor 1, 2, 3
Traffic Patroller 1, 2, Transportation and Communications
Trainee (M.R.C. Course), Health
Transport Dispatcher
Transport Driver
Transportation Systems Electronic Technician

Upholstery Repairer
Utility Plant Electrician
Utility Plant Instrument Technician

Vessel Master
Vocational Instruction Officer 1, Oak Ridge
Vocational Instruction Officer 2, Oak Ridge
Volunteer Services Assistant

Warehouse Group Leader
Waste Treatment Operator
Waste and Water Project Operator 1, 2
Waste and Water Project Trainee Operator
Water Level Control Supervisor
Weigher

Classifications in Schedule 4

Youth Worker

SCHEDULE 5

Classifications in Schedule 5

Agricultural Support OM-10, 11

Correctional OM-14, 15, 16

Drafting, Design and Estimating TM-11, 12, 13

Engineering and Surveying Support TM-11, 12, 13, 14, 15

General Operational OM-08, 09, 10, 11

Information AM-16, 17

Institutional Care OM-13

Office Equipment Operation CM-14

Photography TM-15

Purchasing and Supply AM-12, 13

Resources, Technical TM-12

Scientific Support TM-15

Skills and Trades OM-12, 13, 14, 15, 16

SCHEDULE 6

Classifications in Schedule 6

Actuarial Science (AMAPCEO Unit) PAC 16, 17, 19, 20, 21, 22
Actuarial Science PM-16, 17, 18, 19, 20, 21, 22, 23
Adviser, Ontario Police Commission(AMAPCEO Unit)
Adviser, Ontario Police Commission
Agriculture (AMAPCEO Unit) PAG 16, 17, 18, 19, 20, 21
Agricultural Officer 1, 2
Agricultural Specialist 1, 2, 3
Agricultural Specialist 1, 2, Dairy
Agricultural Support (AMAPCEO Unit) OAG 12, 13, 14
Agricultural Support OM-12, 13, 14
Agriculture (AMAPCEO Unit) 16, 17, 18, 19, 20, 21
Agriculture PM-16, 17, 18, 19, 20, 21
Air Engineer 4
Ambulance Services (AMAPCEO Unit) OAM-14, 15, 16, 17, 18
Ambulance Services OM-14, 15, 16, 17, 18
Articling Student (Professional Bargaining)
Articling Students (Excluded)
Architect - Management 06PBA
Architecture PM-15, 16, 17, 18, 19, 20, 21
Archival and Historical (AMAPCEO Unit) PAH 14, 15, 16, 17, 18
Archival and Historical PM-14, 15, 16, 17, 18
Area Supply Supervisor (Bargaining Unit)
Assistant Plant Superintendent, Air Service
Associate Deputy Minister, a class within the Senior Management Group

Bargaining Architecture 1, 2, 3, 4, 5, 6, 7
Bargaining Engineering 4, 5, 6, 7, 8, 9, 10, 11
Bargaining Surveying 17, 18, 19, 20

Chaplain (AMAPCEO Unit) PCH 14, 15, 16, 17, 18, 19
Chaplain PM-15, 16
Chief Executive Officer, Finance Management and Control Group —
Ontario Financing Authority, a class within the Senior Management Group
Chief Inspector of Theatres
Chief Instructor, Ontario Police College
Child Care Worker 4
Clerical Services (AMAPCEO Unit) CCL 16, 17
Commercial Artist 3
Commissioned Officer 1,2,3, Ontario Provincial Police
Community Development Officer 1, 2, 3
Coordinator, Landscape Architectural Services
Correctional (AMAPCEO Unit) OCR 15, 16

Classifications in Schedule 6

Crown Counsel 1, 3, 4, 5
Crown Counsel 1, 3, 4 (Excluded)

Dairy Herd Improvement Officer 1
Dentist
Dentistry Management PM-19, 20, 21, 22
Deputy Director, Ontario Police College
Director, Financial Management and Control Group — Ontario Financing Authority, a class within the Senior Management Group
Drafting Design & Estimating (AMAPCEO Unit) TDD 14, 15, 16, 18, 19
Drafting, Design and Estimating TM-14, 15, 16, 17, 18, 19
Driver Attendant, Minister

Economic & Statistics (AMAPCEO Unit) PEC 16, 17, 18, 19, 20, 21
Economics and Statistics PM-16, 17, 18, 19, 20, 21
Economist 1, 2, 3, 4, 5 (Bargaining Unit)
Economist 1, 2, 3, 4, 5 (Excluded)
Education Adviser
Education Officer
Education (AMAPCEO Unit) PED 19, 20, 21, 22
Education PM- 19, 20, 21, 22
Emergency Health Services Investigator
Employment Standards Auditor 1, 2
Employment Standards Officer 1
Engineering & Surveying Support (AMAPCEO Unit) TEN 16, 17, 18, 19, 20, 21
Engineering and Surveying Support TM-16, 17, 18, 19, 20, 21
Engineering Officer 3, 4
Engineering Services Officer 4, 5
Executive Director, Finance Management and Control Group — Ontario Financing Authority, a class within the Senior Management Group
Executive Officer 1, 2, 3 (Bargaining Unit)
Executive Officer 1, 2 (Excluded)
Exhibition Designer 3
Extension Assistant

Financial Administration (AMAPCEO Unit) AFA 12,13, 14, 15, 16, 17, 18, 19, 20, 21, 22
Financial Administration AM-12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22
Financial Officer 1, 2, 3, 4, 5 (Bargaining Unit)
Financial Officer 1, 2, 3, 4, 5 (Excluded)
Fin Tech Spec Fin Mgmt Ctrl Grp (AMAPCEO Unit)
Fin-Prof/Mgr Fin Mgmt Ctrl Grp (AMAPCEO Unit)
Financial Officer Trainee

Classifications in Schedule 6

Food Services (AMAPCEO Unit) OFS 15, 16
Food Services OM-12, 13, 14, 15, 16
French Language Services (AMAPCEO Unit) AFL20
French Language Services AM-20

General Administration (AMAPCEO Unit) AGA 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22
General Administration AM-05, 06, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22
General Operational (AMAPCEO Unit) OGN 12, 13, 14, 15, 16, 17
General Operational OM-12, 13, 14, 15, 16, 17
General Physician
General Scientific (AMAPCEO Unit) PGS 16, 17, 18, 20, 21
General Scientific PM-16, 17, 18, 19, 20, 21
Geoscientist 1, 2, 3, 4

Heating and Power (AMAPCEO Unit) OHP 14, 15, 16, 17
Heating and Power OM-14, 15, 16, 17, 18
Highway Equipment Supervisor 2, 3
Highway Maintenance Supervisor
Highway Services Supervisor
Home Economist 1, 2, 3
Home Economics, Dietetics & Nutrition (AMAPCEO Unit) PHE 10, 11, 12, 13, 16, 17, 18
Home Economics, Dietetics & Nutrition PM-10, 11, 12, 13, 14, 15, 16, 17, 18
Housing Analyst 1, 2
Human Rights Officer

Immigration Officer
Industrial Development Officer 1, 2, 3
Information (AMAPCEO Unit) AIF 18, 19, 20
Information AM-16, 17, 18, 19, 20
Information Officer 1, 2, 3, 4
Information Officer 1, 2, 3, 4 (Excluded)
Information Technology Executive ITX 1, 2, 3, 4, a class within the Senior Management Group
Inspector, Operating Engineers' Branch
Institutional Care (AMAPCEO Unit) OIN 16
Institutional Care OM-14, 15, 16
Institutional Management (AMAPCEO Unit) AIM 15, 16, 17, 18, 19, 20, 21, 22, 23
Institutional Management AM-15, 16, 17, 18, 19, 20, 21, 22, 23
Instructor 1, 2, 3, Ontario Police College

Classifications in Schedule 6

Intelligence Officer, Ontario Police Commission
Intelligence Officer, Ontario Police Commission (AMAPCEO Unit)
Investigator 1, Agricultural Products
Investigator 1, 2, Ontario Securities Commission

Labour Relations (AMAPCEO Unit) ALR15, 16, 17, 18, 19, 20, 21, 22, 23
Labour Relations AM-15, 16, 17, 18, 19, 20, 21, 22, 23
Law Administration (AMAPCEO Unit) ALA 12, 13, 14, 15, 16, 17, 18, 19, 20, 22
Law Administration AM-11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23
Law Court Administration (AMAPCEO Unit) ALC 12, 13, 14, 15, 16, 17, 18
Law Court Administration AM-12, 13, 14, 15, 16, 17, 18
Legal Survey Examiner 4
Library Services (AMAPCEO Unit) PLS 14, 15, 16, 17
Library Services PM-14, 15, 16, 17

Management Engineering PM 06, 07, 08, 09, 10, 11
Medical Advisor 1, 2
Medical Management PM-19, 20, 21, 22, 23, 24, 25, 26
Mine Rescue Training Officer 1, 2

Northern Affairs Officer 1, 2
Nursing (AMAPCEO Unit) PNR 13, 14, 15, 16, 18, 19
Nursing PM 13, 14, 15, 16, 18, 19

Occupational Health and Safety Advisor (Excluded)
Occupational and Physical Therapy (AMAPCEO Unit) POC 13, 14, 15, 16
Occupational and Physical Therapy PM-13, 14, 15, 16
Office Equipment Operation (AMAPCEO Unit) CEQ 14, 15
Office Equipment Operation CM-15
Ontario Provincial Police Commissioner OPP1, a class within the Senior Management Group

Paediatrician – Developmental Specialist
Personnel Administration (AMAPCEO Unit) APL 12, 13, 14, 15, 16, 17, 18, 19, 20, 21
Personnel Administration AM-12, 13, 14, 15, 16, 17, 18, 19, 20, 21
Pharmacy (AMAPCEO Unit) PPH 16, 17, 18, 19, 20, 21, 22
Pharmacy PM-16, 17, 18, 19, 20, 21, 22
Photography (AMAPCEO Unit) TPH 15, 16
Photography TM-16
Pilot 1, 2, 3, 4, 5
Printing (AMAPCEO Unit) OPR 15

Classifications in Schedule 6

Printing OM-15
Probation Officer 1, 2, 3
Professional Manager, Finance Management and Control Group —
Ontario Financing Authority
Program Administration (AMAPCEO Unit) APR 16, 17, 18, 19
Program Advisor, Early Childhood Education
Program Advisor, Trainee, Early Childhood Education
Program Analysis (AMAPCEO Unit) APA 16, 17, 18, 19, 20, 21
Program Analysis AM-16, 17, 18, 19, 20, 21
Property Administration (AMAPCEO Unit) APR 16, 17, 18, 19, 20, 21
Property Administration AM-16, 17, 18, 19, 20, 21, 22
Provincial Prosecutor
Psychiatrist 1, 2
Psychologist 2, 3
Psychology (AMAPCEO Unit) PPY 19, 20, 21
Psychology PM- 19, 20, 21
Publicity Photographer 1, 2, 3
Purchasing and Supply (AMAPCEO Unit) APS 14, 15, 16, 18, 20
Purchasing and Supply AM-14, 15, 16, 17, 18, 19, 20

Radiation Protection Physicist 1
Regional Case Co-ordinator, Human Rights
Research Science (AMAPCEO Unit) PRS 17, 18, 19, 20, 21
Research Science PM- 17, 18, 19, 20, 21
Research Scientist 3, 4, 5, Natural Resources
Resource Technician, Senior 1, 2, 3, 4 (Bargaining Unit)
Resources Planning and Management (AMAPCEO Unit) PRP 14, 15, 16,
17, 18, 19, 20, 21
Resources Planning and Management PM 14, 15, 16, 17, 18, 19, 20, 21
Resources Technical (AMAPCEO Unit) TRT 13, 14, 15, 16, 17, 18
Resources, Technical TM-13, 14, 15, 16, 17, 18

Safety Instructor Officer 3 (Excluded)
Scientific Support (AMAPCEO Unit) TSS 16, 17, 18
Scientific Support TM-16, 17, 18
Scientist 4
Senior Air Engineer
Senior Management Group 1, 2, 3, 4
Senior Professional Manager, Finance Management and Control Group
— Ontario Financing Authority
Senior Specialist 1, 2 (AMAPCEO Unit)
Senior ITX Specialist 1, 2 (AMAPCEO Unit)
Service Areas Manager
Skills and Trades (AMAPCEO Unit) OST 17, 18, 19

Classifications in Schedule 6

Skills and Trades OM-17, 18, 19
Social Programs Administration (AMAPCEO Unit) ASL 15, 16, 17, 18, 19, 20, 21, 22
Social Programs Administration AM- 14, 15, 16, 17, 18, 19, 20, 21, 22
Social Work (AMAPCEO Unit) PSW 16, 17, 18, 19
Social Work PM- 16, 17, 18, 19
Speech Pathology and Audiology (AMAPCEO Unit) PSP 15, 16, 17, 18, 19
Speech Pathology and Audiology PM-15, 16, 17, 18, 19
Statistician 1, 2, 3, 4
Supervisor 1, 2, Municipal Organization and Administration
Supervisor, Municipal Organization and Administration, Trainee
Supreme Court Reporter 1
Surveying PM-17, 18, 19, 20, 21, 22
Systems Officer 1, 2, 3, 4, 5, 6, 7
Systems Officer 1, 2, 3, 4, 5, 6, 7 (Excluded)
Systems Officer Junior
Systems Officer Junior (Excluded)
Systems Management AM 01, 02
Systems Management (AMAPCEO Unit) ASM 01, 02
Systems Services (AMAPCEO Unit) ASY 13, 14, 15, 16, 17, 18, 19, 20, 21
Systems Services AM-13, 14, 15, 16, 17, 18, 19, 20, 21

Technical Consultant 1
Technical Specialist, Finance Management and Control Group — Ontario
Financing Authority
Telecommunications (AMAPCEO Unit) TTC 16
Telecommunications TM- 16
Transcription Services (AMAPCEO Unit) CTR 13, 14, 15, 16, 17, 18
Transcription Services CM-13, 14, 15, 16, 17, 18, 19
Translation (AMAPCEO Unit) ATR 19, 20
Translation AM- 19, 20

Veterinary Science (AMAPCEO Unit) PVT 18, 19, 20, 21
Veterinary Science PM-18, 19, 20, 21
Vocational Training Supervisor 1
Volunteer Services Organizer

Workers' Compensation Adviser 1, 2
Workers' Compensation Consultant

17 Personnel Administration

SCHEDULE 7

Classifications in Schedule 7

Accident Claims Supervisor 1, 2
Accommodation Officer 3
Agricultural Technician 1, 2
Agricultural Worker 1, 2, 3
Air Engineer 1, 2, 3
Ambulance Communications Officer 1, 2
Ambulance Officer 2
Arboriculturist 1
Architectural Job Captain 1, 2, 3
Attendant 1, 2, 3, 4, Oak Ridge
Audiological Services Technician
Audiological Services Technician (Prov Schools)
Audiologist

Baker 1, 2
Bookbinder 1, 2
Boiler Inspector
Bridge Operator
Building Caretaker 1, 2, 6
Butcher 1

Cable Ferry Operator 1, 2
Cannery Supply Officer
Cannery Supply Officer, Group Leader
Canteen Operator 1, 2
Cartographer 1, 2
Cartographic Technologist
Case Worker, Homes for Special Care
Case Worker, Mental Health & Social Services
Cartographic Technician 1, 2, 3
Case Worker, Homes for Special Care
Case Worker, Outpatient and Community Services
Child Care Assistant 1, 2
Child Care Worker 1, 2, 3
City Crew Officer
Cleaner 1, 2, 3
Cleaner, Office Buildings
Clerk 1, 2, 3, 4, 5, 6, Supply
Communications Operator 1, 2, 3
Constable
Constable (Probationary)
Construction Superintendent 1, 2, 3

Classifications in Schedule 7

Cook 1, 2
Cook 3 (Bargaining Unit)
Correctional Officer 1, 2, 3
Correctional Locksmith
Counsellor 1, 2, 3 (Residential Life)

Data Processing Technician 1, 2, 3, 4, 5, 6, 7
Data Processing Technician 2, 3, 4, 5, 6, 7 (Excluded)
Deckhand
Dental Assistant
Dental Assistant A
Dental Hygienist
Deputy 1, 2, Administration of Justice
Deputy Senior 1, Administration of Justice
District Stockroom and Warehouse Clerk
Drafter 1, 2
Drafter Tracer

E.E.G. Technician 1, 2, 3
Electronics Repairer
Electronics Technician
Electronics Technician 1, 2, Government Services
Elevator Attendant
Elevator Inspector 1, 3
Elevator Mechanic 1, 2, 3
Environmental Officer 1, 2, 3, 4, 5
Equipment Spray Painter
Estimator and Quantity Surveyor 1
Exhibit Fabricator 1, 2, 3
Exhibition Designer 1, 2

Ferry Mate
Field Worker 1 Homes for Special Care
Fire Services Investigator 1, 2

Garage Attendant
Garage Attendant Supervisor
Grounds/Maintenance Worker
Gunsmith 1, 2

Hairdresser
Head Cook
Helper, Food Service
Highway Equipment Operator 1, 2, 3, 4

Classifications in Schedule 7

Highway General Foreman/woman 1
Highway Labour Foreman/woman
Hospital Attendant 1

Indian Development Officer
Indoor Plant Specialist
Industrial Officer 1, 2, 3
Instructor 1, 2, 3, 4 (Occupational)
Instructor 1, 2, 3(a), Recreation and Crafts
Instrument Repairer 1, 2
Instrument Repairer, Foreman/woman
Interior Designer 1, 2
Interior Designer, Trainee
Investigative Social Worker, Official Guardian
Investigator of Estates

Junior Commercial Artist
Junior Drafter

Laboratory Attendant 1, 2
Landscape Worker
Language and Citizenship Training Specialist 1
Laundry Worker 1, 2, 3, 4, 5
Law Enforcement – OPP
Leased Facilities Coordinator
Leisure/Life Skills Instructor
Librarian 1, 2, 3
Library Technician 1, 2, 3, 4
Lineman/woman

Maintenance Bricklayer
Maintenance Carpenter
Maintenance Carpenter, Foreman/woman
Maintenance Carpenter/Inspector
Maintenance/Construction Inspector
Maintenance Electrician
Maintenance Electrician, Foreman/woman
Maintenance Electrician/Contract Inspector
Maintenance Foreman/woman
Maintenance Machinist
Maintenance Machinist, Foreman/woman
Maintenance Mason
Maintenance Mechanic 1, 2, 3, 3A
Maintenance Painter and Decorator

Classifications in Schedule 7

Maintenance Painter and Decorator, Foreman/woman
Maintenance Plasterer
Maintenance Plasterer, Foreman/woman
Maintenance Plumber
Maintenance Plumber, Foreman/woman
Maintenance Refrigeration Mechanic
Maintenance Refrigeration Mechanic, Foreman/woman
Maintenance Sheet Metal Worker
Maintenance Steamfitter
Maintenance Welder
Manual Worker
Marine Engineer 1, 2
Meat Inspector 1
Mechanic 1, 2
Mechanic Foreman/woman
Mechanical/Electrical Building Systems Specialist
Medical Assistant 1, 2, 3
Mill Worker 1, 2
Mine Rescue Officer 1, 2
Monitoring Site and Equipment Technician
Motor Vehicle Operator 1, 2

Nurse 1, 2, Clinic
Nurse 1, 2, 3, General
Nurse 1, 2, 3, Nursing Education
Nurse 1, 2, 3, Public Health

Observation and Detention Home Worker 1, 2, 3
Occupational Health and Safety Inspector
Occupational Therapist 1, 2, 3
Office Administration 1, 2, 3, 4, 5, 6, 7, 8, 9
Office Administration 1, 2, 3, 4, 5, 6, 7, 8, 9 (Excluded)
Office Administration 01, 02, 03, 04, 05, 06, 07 08, 09 (OPPA Excluded)
Operator 1, 2, Bindery Equipment
Operator 1, 2, 3, Microfilm
Operator 1, 2, 3, Offset Equipment
Operator 1, 2, 3, Whiteprint Equipment
Operator 4, X-Ray Unit

Parental Support Worker
Parking Attendant
Parking Control Officer
Pesticide Control Officer 1, 2, 3
Petroleum Resources Sample Storage Technician

Classifications in Schedule 7

Pharmacist - Staff
Pharmacy Technician 1, 2
Photogrammetrist 1, 2, 3
Platemaker 1, 2
Powderman/woman
Printing Estimator
Psychiatric Nursing Assistant 1, 2, 3, 4
Psychologist 1
Psychometrist 1, 2

Radio and T.V. Repairer
Radio Operator 1, 2, 3
Records Officer Junior
Records Officer Junior (Excluded)
Records Officer 1, 2
Records Officer 1, 2 (Excluded)
Recreation Officer 1, 2, Correctional Services
Regional Special Services Officer
Rehabilitation Officer 1, 2, Correctional Services
Rehabilitation Officer 1, 2, Health
Residence Supervisor 1
Residential Health Nurse, Facility for the Developmentally Handicapped
Resource Technician 1, 2, 3
Resource Technician 4, Conservation Officer
Remote Sensing Technician, Transportation
Roofing Specialist
Safety Instruction Officer 1, 2
Security Officer 1, 2, 3, 4
Senior Bridge Operator
Senior Marine Engineer 1, 2
Senior Usher and Messenger
Sergeant Major
Sergeant, Ontario Provincial Police
Services Officer 1 (Bargaining Unit)
Services Supervisor 2
Sewer 1, 2
Sheriff's Officer 1, 2, 2A
Shipper
Shipper Receiver
Shipper Receiver, Stockroom Clerk
Sign Painter
Sign Painter, Foreman/woman
Sign Painter, Helper
Sign Painter, Improver

Classifications in Schedule 7

Social Work Assistant
Social Worker 1, 2
Special Consultant, Patients Under a Warrant of the Lieutenant Governor
Speech Therapist
Staff Sergeant, Ontario Provincial Police
Standards Officer 1, 2, Industrial Training
Steam Plant Chief 2
Steam Plant Engineer 1, 2, 3
Steam Plant Engineer/Officer
Steam Plant Technician 1, 2
Steward
Stockkeeper, Distribution Center
Stores/Forms Co-ordinator
Stores/Reproduction Clerk
Supervisor 1, Food Service (Bargaining Unit)
Supervisor of Juveniles 1, 2
Supervisor of Operations (Bargaining Unit)

Tailor
Technician 1, 2, 3, Chemical Laboratory
Technician 1, 2, Field
Technician 1, 2, 3, Fuel
Technician 1, 2, 3, 4, Photographic
Technician 1, 2, 3, Physical Laboratory
Technician 1, 2, 3, Radiation
Technician 1, 2, 3, Road Design
Technician 1(a), 1(b), X-Ray
Technologist 1, 2, 3, 4 Chemical Laboratory
Technologist 1, 2 Medical Laboratory
Telephone Installer 1, 2, 3
Thermal Operator 1, 2, 3, 4
Trade Instructor 1, 2, 3
Traffic Analyst 1, 2, 3
Traffic Operations Analyst
Traffic Patroller 1, 2, Transportation and Communications
Traffic Signing Drafter
Trainee (M.R.C. Course), Health
Translator 1, 2, 3
Transport Dispatcher
Transport Driver
Transportation Design Technician
Transportation Enforcement Investigator
Transportation Enforcement Officer 1, 2, 3
Transportation Systems Electronic Technician

Classifications in Schedule 7

Travel Counsellor 1, 2, 3

Upholstery Repairer
Usher and Messenger
Utility Plan Process & Compliance Technologist
Utility Plant Electrician
Utility Plant Instrument Technician

Vocational Instruction Officer 1, Oak Ridge
Vocational Instruction Officer 2, Oak Ridge
Vocational Rehabilitation Services Counsellor
Volunteer Services Assistant

Warehouse Group Leader
Waste Treatment Operator
Waste and Water Project Operator 1, 2
Waste and Water Project Trainee Operator
Welfare Field Worker 1, 2
Welfare Field Worker (Probationary)

Youth Worker

13, 14, 15 General Administration
14, 18 Financial Administration
15, 16 Chaplain
16, 17, 18 Social Work
18, 19 Social Program
16, 17 Pharmacy
17, 18, 19 Program Analysis
17 Purchasing and Supply

SCHEDULE 8

1. Assistant Deputy Attorney General, Criminal Law Division (Ministry of the Attorney General).
2. Assistant Deputy Attorney General, Legal Services Division (Ministry of the Attorney General).
3. Chief Legislative Counsel (Office of Legislative Counsel, Ministry of the Attorney General).
4. Children's Lawyer (Office of the Children's Lawyer, Ministry of the Attorney General).